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8 *Attorney General Representatives*

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN FRANCISCO**

12 COORDINATION PROCEEDING SPECIAL
13 TITLE [RULE 3.550]

14 POSTMATES CLASSIFICATION CASES

15 Included Actions:

16 Winns v. Postmates, Inc., No. CGC-17-562282
(San Francisco Superior Court)

17 Rimler v. Postmates, Inc., No. CGC-18-
18 567868 (San Francisco Superior Court.)

19 Brown v. Postmates, Inc., No. BC712974
20 (Los Angeles Superior Court)

21 Santana v. Postmates, Inc., No. BC720151
22 (Los Angeles Superior Court)

23 Vincent v. Postmates, Inc., No. RG19018205
(Alameda County Superior Court)

24 Altounian v. Postmates, Inc., No. CGC-20-
25 584366 (San Francisco Superior Court)

CASE NO. CJC-20-005068

DECLARATION OF
SHANNON LISS-RIORDAN IN
SUPPORT OF RIMLER
PLAINTIFFS'
SUPPLEMENTAL BRIEFING
IN SUPPORT OF MOTION
FOR PRELIMINARY
APPROVAL OF REVISED
CLASS ACTION
SETTLEMENT

Hon. Suzanne R. Bolanos

Hearing: July 21, 2021, 2:00 p.m.

1 I, Shannon Liss-Riordan, declare as follows:

2 1. I am a partner at the law firm of Lichten & Liss-Riordan, P.C. and am lead
3 attorney for the settlement class in the above-captioned matters. I submit this declaration in
4 support of Plaintiffs' Supplemental Briefing in support of Preliminary Approval of Revised Class
5 Action Settlement. I have personal knowledge of the information set forth herein.

6 2. Attached hereto as **Exhibit 1** is the Third Revised Class Action Settlement
7 Agreement and Release as agreed to by the parties, with exhibits.

8 3. Attached hereto as **Exhibit 2** are declarations of Melanie Anne Winns, Ralph John
9 Hickey Jr., Steven Alvarado, Kristie Logan, Shericka Vincent, and Wendy Santana.

10 4. Concurrently with the filing of this supplemental briefing and Revised Agreement,
11 I am submitting the Agreement to the LWDA.

12
13 I declare under penalty of perjury under the laws of the state of California and the United
14 States of America that the foregoing is true and correct.

15 Executed on July 15, 2021, in Boston, Massachusetts.

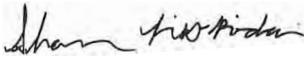
16
17 By: 
18 Shannon Liss-Riordan

EXHIBIT 1

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6 *Attorneys for Plaintiffs Jacob Rimler, Giovanni*
7 *Jones, Dora Lee, Kellyn Timmerman, and*
8 *Joshua Albert, on behalf of themselves and*
9 *others similarly situated and in their capacities*
10 *as Private Attorney General Representatives*

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Attorney for Defendant Postmates Inc.

11
12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF SAN FRANCISCO

15 JACOB RIMLER, GIOVANNI JONES,
16 DORA LEE, KELLYN TIMMERMAN, and
17 JOSHUA ALBERT on behalf of themselves
and others similarly situated and in their
capacities as Private Attorneys General
Representatives,

18 Plaintiffs,

19 v.

20 POSTMATES INC.,

21 Defendant.
22

CASE NO. CGC-18-567868

**THIRD AMENDED CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

23
24 This Third Amended Class Action Settlement Agreement and Release, including Exhibits A
25 through C hereto (“Settlement Agreement” or “Agreement”), is made and entered into by,
26 between, and among Plaintiffs Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman, and
27 Joshua Albert (“the *Rimler* Plaintiffs”), Plaintiffs Melanie Anne Winns, Ralph John Hickey, Jr.,
28 Steven Alvarado, and Kristie Logan (“the *Winns* Plaintiffs”), Plaintiff Shericka Vincent (“Plaintiff

1 Vincent”), and Plaintiff Wendy Santana (“Plaintiff Santana”) on behalf of themselves and the
2 Settlement Class, as defined below, on the one hand, and Defendant Postmates Inc.¹ (“Defendant” or
3 “Postmates”) on the other hand.

4 Plaintiffs and Defendant (collectively, the “Parties”) enter into this Agreement to effect a full
5 and final settlement and preclusive judgment resolving all claims brought or that could have been
6 brought against Postmates in *Rimler v. Postmates, Inc.*, Case No. CGC-18-567868, in the Superior
7 Court of California, San Francisco County, and the related appeal docketed at No. A156450 in the
8 California Court of Appeal, First Appellate District, including as amended pursuant to this
9 Agreement (taken together, the case shall be referred to as “the Action”), and all claims based on or
10 reasonably related thereto. This Agreement is intended to fully and finally compromise, resolve,
11 discharge, and settle the Released Claims, as defined and on the terms set forth below, and to the full
12 extent reflected herein, subject to the approval of the Court.

13 **I. RECITALS**

14 This Agreement is made in consideration of the following facts:

15 1.1 WHEREAS, on July 5, 2018, Plaintiff Jacob Rimler filed a California Private
16 Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, representative action complaint in the
17 Superior Court of California, San Francisco County (Case No. CGC-18-567868), asserting on behalf
18 of himself and all couriers classified by Postmates as independent contractors in California various
19 wage-related claims against Postmates arising from Postmates’ alleged misclassification of couriers
20 as independent contractors. On July 11, 2018, Plaintiff Rimler filed a First Amended Complaint,
21 which added Plaintiff Giovanni Jones (“the *Rimler* Action”);

22 1.2 WHEREAS, on August 17, 2018, Postmates filed a Petition for an Order Compelling
23 Arbitration, which the *Rimler* Plaintiffs opposed. On January 2, 2019, the Court denied Postmates’
24 Petition, and Postmates filed a notice of appeal. On December 9, 2020, the California Court of
25 Appeal, First Appellate District, issued its decision affirming the trial court’s Order;

26
27
28 ¹ Postmates, Inc. is now Postmates, LLC f/k/a Postmates Inc., and its parent corporation is Uber
Technologies, Inc.

1 1.3 WHEREAS, on May 8, 2018, Plaintiff Dora Lee filed a class action complaint in the
2 Superior Court of California, San Francisco County (Case No. CGC-18-566394), on behalf of herself
3 and a proposed class consisting of all couriers in California classified by Postmates as independent
4 contractors, asserting various wage-related claims against Postmates arising from Postmates' alleged
5 misclassification of couriers as independent contractors. On June 8, 2018, Postmates filed a Notice
6 of Removal to the United States District Court for the Northern District of California, Case No. 3:18-
7 cv-03421-JCS. On July 23, 2018, Postmates filed a Motion to Compel Arbitration. On October 15,
8 2018, the Court granted Plaintiff Lee's Motion for Leave to Amend the Complaint to add Plaintiffs
9 Kellyn Timmerman and Joshua Albert, and granted Postmates' Motion to Compel Arbitration of
10 Plaintiff Lee's claims. On November 6, 2018, Postmates filed a Motion to Compel Arbitration for
11 Plaintiff Timmerman. On December 17, 2018, the Court granted Postmates' Motion to Compel
12 Arbitration and dismissed the case so that Plaintiffs Lee and Timmerman could pursue an appeal to
13 the United States Court of Appeals for the Ninth Circuit. On January 4, 2019, Plaintiffs Lee and
14 Timmerman filed a notice of appeal, which is pending as Ninth Cir. Case No. 19-15024 (together
15 with the case dismissed by the Northern District of California, the "*Lee Action*"). Subsequently,
16 Plaintiffs Lee and Timmerman moved the District Court to certify its orders for interlocutory review.
17 The Court granted the motion, and Plaintiffs Lee and Timmerman filed a petition in Ninth Cir. Case
18 No. 19-80055, seeking permission to appeal. On July 30, 2019, the Ninth Circuit denied the petition;

19 1.4 WHEREAS, on December 17, 2018, the District Court in *Lee* severed Plaintiff Joshua
20 Albert's claims to proceed as a separate case, Northern District of California Case No. 3:18-cv-
21 07592-JCS. On January 4, 2019, Plaintiff Albert filed a Second Amended Complaint asserting a
22 PAGA claim based on various wage-related claims against Postmates arising from Postmates' alleged
23 misclassification of couriers as independent contractors (the "*Albert Action*"). The parties were
24 engaged in written discovery until they requested and received a stay to participate in mediation;

25 1.5 WHEREAS, on November 2, 2017, Plaintiff Melanie Anne Winns filed a California
26 Private Attorneys General Act ("PAGA"), Labor Code § 2698, et seq., representative action
27 complaint (Case No. CGC-17-562282) in the Superior Court of California, San Francisco County,
28 asserting on behalf of herself and all couriers classified by Postmates as independent contractors in

1 California various wage-related violations arising from Postmates’ alleged misclassification of
2 couriers as independent contractors (the “*Winns Action*”). On December 22, 2017, Plaintiff Winns
3 filed a First Amended Complaint, which added Plaintiffs Ralph John Hickey Jr., Steven Alvarado,
4 and Kristie Logan. On January 23, 2018, Postmates filed a Petition to Compel Arbitration in *Winns*,
5 which the *Winns* Plaintiffs opposed. On September 24, 2018, the Court partially granted and partially
6 denied Postmates’ motion to compel arbitration, and Postmates filed a notice of appeal;

7 1.6 WHEREAS, on May 8, 2019, Plaintiff Vincent filed a PAGA representative action
8 complaint (Case No. RG19018205) in the Superior Court of California, Alameda County, asserting
9 on behalf of herself and all couriers classified by Postmates as independent contractors in California
10 various wage-related violations arising from Postmates’ alleged misclassification of couriers as
11 independent contractors (the “*Vincent Action*”). On June 25, 2019, Postmates filed a Petition to
12 Compel Arbitration in *Vincent*, which has not yet been ruled on;

13 1.7 WHEREAS, on September 4, 2018, Plaintiff Santana filed a PAGA representative
14 action complaint (Case No. BC720151) in the Superior Court of California, Los Angeles County,
15 asserting on behalf of herself and all couriers classified by Postmates as independent contractors in
16 California various wage-related violations arising from Postmates’ alleged misclassification of
17 couriers as independent contractors (the “*Santana Action*”).

18 1.8 WHEREAS, the *Rimler* Plaintiffs and Postmates attended an in-person mediation
19 session in July 2019 with professional mediator Tripper Ortman of Ortman Mediation, who is
20 experienced in mediating class action disputes. Before agreeing to the terms of the first proposed
21 arm’s-length settlement, and in preparation for the mediation, the parties engaged in extensive
22 informal discovery, exchanging information, documents and voluminous data, which enabled the
23 parties and the mediator to thoroughly evaluate Plaintiffs’ claims and the claims of the putative
24 Settlement Class Members, and the likely outcomes, risks, and expense of pursuing litigation;

25 1.9 WHEREAS, the *Rimler* Plaintiffs and Postmates filed a Motion for Preliminary
26 Approval of Class Settlement and a Proposed Settlement on October 8, 2019;

27 1.10 WHEREAS, Plaintiffs filed a revised proposed settlement agreement and a stipulation
28 to file a proposed Second Amended Complaint adding other named plaintiffs, including Plaintiffs

1 Melanie Ann Winns, Ralph John Hickey Jr., Steven Alvarado, Kristie Logan, and Shericka Vincent,
2 and additional claims against Postmates under California’s Unfair Competition Law, the California
3 Labor Code, Wage Order 9, and the Fair Labor Standards Act (“FLSA”) on June 8, 2020;

4 1.11 WHEREAS, the Court denied Plaintiffs’ Motion for Preliminary Approval of Class
5 Settlement on June 17, 2020 without prejudice and “encourage[d] the parties to continue settlement
6 negotiations in hopes that they are able to present another agreement for preliminary approval that is
7 otherwise consistent with [the Court’s] order”;

8 1.12 WHEREAS, the Court issued an order on June 17, 2020, coordinating the *Rimler*,
9 *Winns, Vincent, and Santana* Actions with two other similar matters pending against Postmates:
10 *Brown v. Postmates, Inc.*, Case No. BC712974 (Los Angeles Super. Ct.) and *Altounian v. Postmates,*
11 *Inc.*, Case No. CGC-20-584366 (San Francisco Super. Ct.);

12 1.13 WHEREAS, the *Rimler* Plaintiffs and Postmates attended a second mediation through
13 Zoom conference with mediator Tripper Ortman in the Fall of 2020 to discuss a second proposed
14 settlement, before agreeing to this second proposed arm’s-length Settlement Agreement;

15 1.14 WHEREAS, in preparation for the second mediation, Postmates and the *Rimler*
16 Plaintiffs exchanged additional, updated voluminous data, which enabled the parties and the mediator
17 to update their evaluation of Plaintiffs’ claims and the claims of the putative Settlement Class
18 Members, and the likely outcomes, risks, and expense of pursuing litigation;

19 1.15 WHEREAS, the Parties submit this Settlement Agreement in good faith and after
20 having considered the Court’s concerns with the prior proposed settlement;

21 1.16 WHEREAS, Plaintiffs allege generally that Postmates improperly classified them and
22 all putative Settlement Class Members as independent contractors rather than employees, and assert
23 derivative claims related thereto;

24 1.17 WHEREAS, on November 3, 2020, California voters approved Proposition 22,
25 which—after the election results are certified—will be added as section 7451 to the California
26 Business and Professions Code and provides that “an app-based driver is an independent contractor
27 and not an employee or agent with respect to the app-based driver’s relationship with a network
28 company” if certain conditions are met;

1 1.18 WHEREAS, Postmates denies the allegations in the Action; maintains that each
2 courier’s claims must be individually arbitrated pursuant to any arbitration agreement to which that
3 courier may be bound; denies that it has engaged in any wrongdoing; denies that any Settlement
4 Class Member was ever an employee of Postmates; denies that Plaintiffs’ allegations state valid
5 claims; denies that a litigation class could properly be certified under California Code of Civil
6 Procedure section 382 in the Action; denies that a collective action could properly be certified under
7 the FLSA in the Action; denies that Plaintiffs’ claims could properly be maintained as a collective,
8 class, or representative action; and states that it is entering into this Settlement Agreement solely to
9 eliminate the burden, expense, and delay of further litigation and arbitrations, and on the express
10 conditions that: (a) if for any reason the Settlement is not finalized according to the terms of this
11 Agreement, the Settlement and the documents generated as a result of the Settlement shall be void ab
12 initio, and shall not be admissible or usable for any purpose in any of the cases included in the Action
13 or any other civil or administrative proceeding or arbitration; and (b) this Settlement and the
14 documents generated as a result of the Settlement are not admissible or usable in any other civil or
15 administrative proceeding or arbitration, except to the extent necessary to enforce this Settlement and
16 the orders, judgment and agreements arising from this Settlement;

17 1.19 WHEREAS, a bona fide dispute exists as to whether any amount of wages or penalties
18 are due from Postmates to any putative Settlement Class Member or to the California Labor and
19 Workforce Development Agency (“LWDA”);

20 1.20 WHEREAS, as a result of the mediation, Plaintiffs and Plaintiffs’ Counsel believe that
21 the global Settlement provides a favorable recovery for the Settlement Class, based on the claims
22 asserted, the evidence developed, and the damages that might be proven against Postmates in the
23 Action. The Plaintiffs and Plaintiffs’ Counsel further recognize and acknowledge the expense and
24 length of continued proceedings necessary to prosecute the Action against Postmates through trial
25 and appeals. They also have considered the uncertain outcome and the risk of any litigation,
26 especially in complex litigation such as the Action, as well as the difficulties and delays inherent in
27 any such litigation. They are also mindful of the inherent challenges of proof and the strength of the
28 defenses to the alleged claims, and therefore believe that it is desirable that the Released Claims be

1 fully and finally compromised, settled, and resolved with prejudice as set forth herein, subject to the
2 approval of the Court;

3 1.21 WHEREAS, Plaintiffs and Plaintiffs' Counsel, based on their own independent
4 investigations and evaluations, have examined the benefits to be obtained under the terms of this
5 Settlement Agreement, have considered the claims of the Plaintiffs, the claims of the average
6 Settlement Class Member, the risks associated with the continued prosecution of the Action, and the
7 likelihood of success on the merits of the Action, and believe that, after considering all the
8 circumstances, including the uncertainties surrounding the risk of further litigation and the defenses
9 that Postmates has asserted and could assert, the proposed Settlement set forth in this Agreement is
10 fair, reasonable, adequate, in the best interests of the Plaintiffs and the Settlement Class, and confers
11 substantial benefits upon the Settlement Class;

12 1.22 WHEREAS, Plaintiffs warrant and represent that they are effecting this Settlement
13 and executing this Agreement after having received full legal advice as to their respective rights and
14 have had the opportunity to obtain independent counsel to review this Agreement;

15 1.23 WHEREAS, the Parties further agree that the Agreement, the fact of this Settlement,
16 any of the terms of this Agreement, and any documents filed in connection with the Settlement shall
17 not constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or
18 evidence of: (i) any wrongdoing by any Released Parties; (ii) any violation of any statute, law, or
19 regulation by Released Parties; (iii) any liability on the claims or allegations in the Action on the part
20 of any Released Parties; (iv) any waiver of Postmates' right to arbitration or the enforceability of any
21 Postmates arbitration agreement; or (v) the propriety of certifying a litigation class or collective
22 action or pursuing representative relief under PAGA in the Action or any other proceeding; and shall
23 not be used by any Person for any purpose whatsoever in any administrative or legal proceeding,
24 including but not limited to arbitrations, other than a proceeding to enforce the terms of the
25 Agreement. There has been no final determination by any court as to the merits of the claims
26 asserted by Plaintiffs against Postmates, nor has there been any final determination as to whether a
27 class or collective action should be certified or whether representative claims may properly be
28 pursued, other than for settlement purposes only;

1 1.24 WHEREAS, for settlement purposes only, Postmates will stipulate to the certification
2 of class claims that are subject to the certification requirements of California Code of Civil Procedure
3 section 382, on the express conditions that Postmates does not waive its right to compel arbitration
4 and if this Settlement Agreement is not preliminarily or finally approved, this paragraph, the
5 Settlement Agreement, and any class certified pursuant to the Settlement Agreement are all void ab
6 initio. Postmates disputes that certification is proper for the purposes of litigating the class claims
7 proposed in or flowing from the claims asserted in the *Rimler* lawsuit;

8 1.25 WHEREAS, for settlement purposes only, Postmates will stipulate to the conditional
9 certification of FLSA claims that are subject to the certification requirements of the Fair Labor
10 Standards Act, 29 U.S.C. § 201, et seq., on the express conditions that Postmates does not waive its
11 right to compel arbitration and if this Settlement Agreement is not preliminarily or finally approved,
12 this paragraph, the Settlement Agreement, and any collective action certified pursuant to the
13 Settlement Agreement are all void ab initio. Postmates disputes that conditional certification is
14 proper for the purposes of litigating the FLSA claims proposed in or flowing from the claims asserted
15 in the *Rimler* lawsuit;

16 1.26 WHEREAS, the Parties desire to compromise and settle all Released Claims,
17 including all issues and claims that have been, could have been, or should have been brought against
18 Postmates or related persons in the Action, and all claims brought on a putative class and
19 representative basis in the *Rimler* lawsuit; and

20 1.27 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND
21 AGREED, by the Plaintiffs for themselves and on behalf of the Settlement Class and by Postmates,
22 that, subject to the approval of the Court, the Action shall be settled, compromised, and dismissed, on
23 the merits and with prejudice, and the Released Claims shall be finally and fully compromised,
24 settled, and dismissed as to the Released Parties, in the manner and upon the terms and conditions
25 hereafter set forth in this Settlement Agreement.

26 **II. DEFINITIONS**

27 In addition to the terms defined elsewhere in this Settlement Agreement, capitalized terms
28 used in this Settlement Agreement shall have the meanings set forth below:

1 2.1 “Authorized Claimant” means any Settlement Class Member who submits a valid and
2 timely Claim that qualifies for a payment under the terms of this Settlement Agreement and who by
3 validly and timely submitting the Claim using the Claim Form consents to join as a party plaintiff in
4 the Fair Labor Standards Act (“FLSA”) claims in this Action.

5 2.2 “Authorized Claimants’ Released Claims” means all of the Settlement Class
6 Members’ Released Claims as well as any and all claims, debts, liabilities, demands, obligations,
7 guarantees, penalties, costs, expenses, attorneys’ fees, damages, liquidated damages, action or causes
8 of action of whatever kind or nature, whether known or unknown, contingent or accrued, against the
9 Released Parties or any of them based on putative violations of federal law based on or related to the
10 claims asserted in or that could have been asserted in this Action under the FLSA. “Authorized
11 Claimants’ Released Claims” include any unknown claims that an Authorized Claimant does not
12 know or suspect to exist in his or her favor, which if known by him or her, might have affected this
13 Settlement Agreement and release of the Released Parties.

14 2.3 “Bar Date” means the final time and date by which a Claim Form must be postmarked
15 or submitted to the Settlement Administrator for a Settlement Class Member to be eligible to receive
16 an Individual Settlement Payment. The Bar Date shall be sixty (60) days after the Notice Distribution
17 Date and shall be specifically identified and set forth in the Preliminary Approval Order and the
18 Settlement Class Notice.

19 2.4 “Claim” means the submission to be made by a Settlement Class Member using the
20 Claim Form, which form shall serve as the Settlement Class Member’s means of requesting payment
21 from the Total Settlement Amount and serve as that Settlement Class Member’s Consent to Join as a
22 party plaintiff to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b).

23 2.5 “Claim Form” means the document included in the Settlement Class Notice without
24 material variation from the relevant portion of Exhibit A. The Claim Form, if signed by a Settlement
25 Class Member and timely and validly submitted to the Settlement Administrator, shall serve as that
26 Settlement Class Member’s Consent to Join as a party plaintiff to the FLSA claims asserted in this
27 Action pursuant to 29 U.S.C. § 216(b), and effect a full and complete release of all claims under the
28 FLSA based on or reasonably related to the claims asserted in this Action. To be valid, a Claim Form

1 must be signed without any deletion or amendment to its language regarding the release of the FLSA
2 claims and without any deletion or amendment to any other portion. If the Court does not finally
3 approve this Settlement Agreement, any Consent to Join and release of the FLSA claims filed on
4 behalf of any Settlement Class Member shall be void ab initio.

5 2.6 “Consent to Join” means a Settlement Class Member’s consent to join as a party
6 plaintiff to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b). A Settlement
7 Class Member’s signed Claim Form that is timely and validly submitted to the Settlement
8 Administrator shall serve as that Settlement Class Member’s Consent to Join.

9 2.7 “Courier” means any individual who has been approved to use or has used the
10 Postmates platform as an independent contractor courier.

11 2.8 “Superior Court” means the Superior Court of California, San Francisco County.

12 2.9 “Dispute Resolution Fund” means the fund consisting of Two Hundred and Fifty
13 Thousand dollars and no cents (\$250,000) set aside from the Total Settlement Amount to be used: (i)
14 to resolve any bona fide disputes that may arise regarding the calculation and disbursement of
15 Individual Settlement Payments according to the Plan of Allocation, as provided in Section V; and
16 (ii) to disburse Individual Settlement Payments to individuals mistakenly excluded from the
17 Settlement Class, as provided in Paragraph 6.11. The Dispute Resolution Fund shall be paid from the
18 Total Settlement Amount. Prior to final approval, the Settlement Administrator shall submit an
19 accounting to the Court of the monies that have been allocated from the Dispute Resolution Fund.

20 2.10 “Effective Date” means seven (7) days after which both of the following events have
21 occurred: (i) the Court’s Final Approval order and Judgment has been entered, and (ii) the Court’s
22 Final Approval order and Judgment have become Final.

23 2.11 “Estimated Miles” means the estimated total number of miles from the location where
24 a delivery offer is accepted to the location where orders are picked up and to the location where
25 orders are delivered, for each Settlement Class Member during the Settlement Period, as determined
26 by Postmates’ records.

27 2.12 “Exclusion/Objection Deadline” means the final date by which a Settlement Class
28 Member may either (i) object to any aspect of the Settlement (pursuant to the Preliminary Approval

1 Order and Section VIII), or (ii) request to be excluded from the Settlement (pursuant to the
2 Preliminary Approval Order and Section VII). The Exclusion/Objection Deadline shall be sixty (60)
3 days after the Notice Distribution Date, and shall be specifically identified and set forth in the
4 Preliminary Approval Order and the Settlement Class Notice.

5 2.13 “Final” when referring to a judgment or order, means that (i) the judgment is a final,
6 appealable judgment; and (ii) either (a) no appeal has been taken from the judgment as of the date on
7 which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the
8 judgment having been commenced, such appeal or other review is finally concluded and no longer is
9 subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions
10 for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review
11 has been finally resolved in such manner that affirms the judgment order in its entirety.

12 2.14 “Final Approval” means the Court’s entry of an order that the Named Plaintiffs and
13 Postmates will seek from the Court, to be agreed upon by the Parties, and the entry of which shall
14 reflect the Court’s Judgment finally approving the Settlement Agreement.

15 2.15 “Final Approval Hearing” means the hearing that is to take place after the entry of the
16 Preliminary Approval Order and after the Notice Distribution Date for purposes of: (i) entering Final
17 Approval; (ii) determining whether the Settlement Agreement shall be approved as fair, reasonable,
18 and adequate; (iii) ruling upon an application by Settlement Class Counsel for Attorneys’ Fees; and
19 (iv) ruling on the application for a Settlement Class Counsel Award.

20 2.16 “General Released Claims” includes all of the Settlement Class Members’ Released
21 Claims, with the addition of: (i) violations of Title VII of the Civil Rights Act of 1964; (ii) violations
22 of the Civil Rights Act of 1866; (iii) violations of the Americans with Disabilities Act; (iv) violations
23 of any and all potential claims against Postmates that could be brought under corresponding state or
24 local law; and (v) any claims for wages, penalties, breach of an express or implied contract, breach of
25 the covenant of good faith and fair dealing, breach of fiduciary duty, fraud, misrepresentation,
26 defamation, slander, retaliation, discrimination, harassment, wrongful termination, infliction of
27 emotional distress, loss of future earnings or profits or any other claims based upon any state or
28 federal public policy, or any other alleged wrongful conduct or injury, arising out of or in any way

1 connected with any acts or omissions occurring during the Settlement Period, based on the claims
2 that were alleged in the Action or that arise out of or relate to Plaintiffs' relationship with Postmates
3 or the services Plaintiffs provided using Postmates' platform, or that arise out of or relate to the facts
4 alleged in the action, in addition to all claims based on or arising under the federal and state law
5 sections included in the Settlement Class Members' Released Claims and any other equivalent
6 federal, state, or local law of any state or locality in which Plaintiffs reside and/or used Postmates'
7 platform as an independent contractor courier.

8 2.17 "Individual Settlement Payment" means the amount payable from the Total Settlement
9 Amount to each Settlement Class Member who does not timely and properly request exclusion from
10 the Settlement Class and submits a Claim Form. The Individual Settlement Payment shall be
11 calculated pursuant to Section V herein.

12 2.18 "Judgment" means the judgment to be entered in the Action on Final Approval of this
13 Settlement.

14 2.19 "Legally Authorized Representatives" means an administrator/administratrix, personal
15 representative, or executor/executrix of a deceased Settlement Class Member's estate; a guardian,
16 conservator, or next friend of an incapacitated Settlement Class Member; or any other legally
17 appointed Person responsible for handling the business affairs of a Settlement Class Member who is
18 not the Settlement Class Member's counsel.

19 2.20 "Notice Distribution Date" means the date of the initial distribution of the Settlement
20 Class Notice to Settlement Class Members as set forth in Section VI.

21 2.21 "Opt-Out List" means the Court-approved list of all persons who timely and properly
22 request exclusion from the Settlement Class as set forth in Section VII.

23 2.22 "PAGA Claims" means Plaintiffs' representative claims seeking penalties pursuant to
24 PAGA, as alleged in the Rimler Complaint and/or based on any other provision of the Labor Code,
25 Wage Orders, or any other statute or regulation based upon independent contractor misclassification
26 to the fullest extent permitted by law.

1 2.23 “PAGA Payment” means a total payment of \$4,000,000 to settle all claims under the
2 PAGA. From this amount, 75% will be paid to the LWDA for civil penalties pursuant to the PAGA
3 and 25% will be distributed to Settlement Class Members.

4 2.24 “Plaintiffs” means Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman,
5 Joshua Albert, Melanie Anne Winns, Ralph John Hickey, Jr., Steven Alvarado, Kristie Logan,
6 Shericka Vincent, and Wendy Santana.

7 2.25 “Plaintiffs’ Counsel” means Lichten & Liss-Riordan, P.C., the Mostafavi Law Group
8 APC, The Bainer Law Firm, and PARRIS Law Firm.

9 2.26 “Plan of Allocation” means the plan for allocating the Total Settlement Amount
10 between and among Settlement Class Members as approved by the Court.

11 2.27 “Preliminary Approval Date” means the date that the Court enters the Preliminary
12 Approval Order and thus: (i) preliminarily approves the Settlement Agreement, and the exhibits
13 thereto, and (ii) enters an order providing for notice to the Settlement Class, an opportunity to opt out
14 of the Settlement Class, an opportunity to submit timely objections to the Settlement, a procedure for
15 submitting Claims, and setting a hearing on the fairness of the terms of the Settlement Agreement,
16 including approval of the Settlement Class Counsel Award.

17 2.28 “Preliminary Approval Order” means the order that the Plaintiffs and Postmates will
18 seek from the Court, without material variation from Exhibit B. Entry of the Preliminary Approval
19 Order shall constitute preliminary approval of the Settlement Agreement.

20 2.29 “Released Claims” shall be construed as broadly as possible to effect complete finality
21 over this litigation involving Postmates. “Released Claims” include (i) Settlement Class Members’
22 Released Claims, (ii) General Released Claims, and (iii) Authorized Claimants’ Released Claims.
23 Notwithstanding any other provision of this Settlement Agreement, “Released Claims” do not include
24 claims for personal injuries. Moreover, the release of any claims under the FLSA contemplated by
25 this Settlement Agreement shall be effectuated only after a Settlement Class Member has timely and
26 validly submitted a Claim Form and thereby Consented to Join as a party to the FLSA claims asserted
27 in this action pursuant to 29 U.S.C. § 216(b).

28

1 2.30 “Released Parties” means (i) Postmates Inc. and its past, present, and future parents,
2 subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities,
3 whether foreign or domestic, that are owned or controlled by Postmates (but not including couriers
4 who use the Postmates platform); and (ii) the past, present, and future shareholders, officers,
5 directors, members, investors, agents, employees, agents, consultants, representatives, fiduciaries,
6 insurers, attorneys, legal representatives, predecessors, successors, and assigns of the entities listed in
7 (i).

8 2.31 “Second Amended Complaint” means the Second Amended Complaint, without
9 material variation from Exhibit C, that Settlement Class Counsel shall seek to file in *Rimler*, the lead
10 lawsuit, pursuant to Paragraph 3.6 and shall file concurrently with the submission of the motion for
11 preliminary approval of the Settlement so that the Second Amended Complaint may be filed
12 promptly upon entry of the Preliminary Approval Order. The Second Amended Complaint shall add
13 Dora Lee, Kellyn Timmerman, Joshua Albert, Melanie Anne Winns, Ralph John Hickey, Jr., Steven
14 Alvarado, Kristie Logan, Shericka Vincent, and Wendy Santana as named Plaintiffs.

15 2.32 “Service Awards” means the amount approved by the Court to be paid to each
16 Plaintiff in addition to their respective Individual Settlement Payments, in recognition of their efforts
17 in coming forward as named plaintiffs. The Service Award amount payable to Plaintiffs is not to
18 exceed Five Thousand Dollars (\$5,000) each.

19 2.33 “Settlement” means the settlement of this Action between and among Plaintiffs and
20 Postmates, as set forth in this Settlement Agreement, and including all attached Exhibits, which are
21 an integral part of this Settlement Agreement and are incorporated in their entirety by reference.

22 2.34 “Settlement Administrator” means Simpluris, the administrator selected by the parties.

23 2.35 “Settlement Administrator Expenses” means the maximum amount to be paid to the
24 Settlement Administrator from the Total Settlement Amount, which shall be \$945,000. All
25 Settlement Administrator Expenses are to be paid exclusively from the Total Settlement Amount.

26 2.36 “Settlement Class” means any and all individuals who entered into an agreement with
27 Postmates to use the Postmates platform as an independent contractor to offer delivery services to
28

1 customers, and used the Postmates platform as an independent contractor courier to accept or
2 complete at least one delivery in California during the Settlement Period.

3 2.37 “Settlement Class Counsel” means Lichten & Liss-Riordan, P.C.

4 2.38 “Settlement Class Counsel Award” means (i) the attorneys’ fees for Settlement Class
5 Counsel’s litigation and resolution of the Action, including the *Rimler, Lee, Albert, Winns, Vincent,*
6 and *Santana* lawsuits, and any and all arbitrations and claims resolved by this Settlement, as awarded
7 by the Court, and (ii) all expenses and costs incurred by Settlement Class Counsel in connection with
8 litigation and resolution of *Rimler, Lee, Albert, Winns, Vincent,* and *Santana* lawsuits, and any and all
9 arbitrations and claims resolved by this Settlement, as awarded by the Court, which, together, may
10 not exceed thirty-three percent (33%) of \$32,000,000 (the Total Settlement Amount).

11 2.39 “Settlement Class Information” means information regarding Settlement Class
12 Members that Postmates will in good faith compile from its records and provide to the Settlement
13 Administrator, solely for purposes of the Settlement Administrator’s administration of the settlement,
14 and for no other purpose. Settlement Class Information shall be provided to the Settlement
15 Administrator and shall include, if possible, for each Settlement Class Member: full name, last known
16 address, email address, and Estimated Miles. Because Settlement Class Members’ private
17 information is included in the Settlement Class Information, the Settlement Administrator shall
18 maintain the Settlement Class Information in confidence and shall use and disclose Settlement Class
19 Information only for purposes of this Settlement and for no other purpose; access shall be limited to
20 employees of the Settlement Administrator with a need to use the Settlement Class Information as
21 part of the administration of the Settlement.

22 2.40 “Settlement Class Member” means any member of the Settlement Class.

23 2.41 “Settlement Class Members’ Released Claims” means any and all present and past
24 claims, actions, demands, causes of action, suits, debts, guarantees, obligations, damages, penalties,
25 rights or liabilities, of any nature and description whatsoever, known or unknown, existing or
26 potential, recognized now or hereafter, contingent or accrued, expected or unexpected, pursuant to
27 any theory of recovery (including but not limited to those based in contract or tort, common law or
28 equity, federal, state, or local law, statute, ordinance, or regulation, and for claims for compensatory,

1 consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees,
2 costs, or disbursements) that are based on or reasonably related to the claims alleged in or that could
3 have been alleged in the *Rimler* Second Amended Complaint, and all misclassification claims, and
4 specifically including: claims pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et
5 seq. (only for those Settlement Class Members who submit a valid and timely Claim Form);
6 California Labor Code sections 132a, 201-204, 206.5, 207, 208, 210-214, 216, 218, 218.5, 218.6,
7 221-224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 245-249, 351, 353, 432.5, 450, 510, 512, 551-
8 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2753, 2802, 2804; the
9 Private Attorneys General Act ("PAGA"), California Labor Code section 2698 et seq.; California
10 Code of Civil Procedure section 1021.5; California Code of Regulations, title 8, sections 11010 and
11 11040; Industrial Welfare Commission Wage Orders; California Business and Professions Code
12 sections 17200 et seq.; and any other similar state, federal, local, or common law, statute, regulation,
13 or ordinance for unpaid wages, minimum wages, regular wages, tips, overtime wages (including but
14 not limited to calculation of the correct overtime or regular rate), working more than six days in
15 seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper
16 deduction of wages, failure to provide workers' compensation insurance, meal periods, rest breaks,
17 sick leave, final pay, penalties for timely payment of wages upon discharge, waiting time penalties,
18 PAGA penalties, unfair business practices, all claims arising out of or relating to the statutory causes
19 of action described herein, restitution, interest, costs and expenses, attorneys' fees, declaratory relief,
20 injunctive relief, liquidated damages, exemplary or punitive damages, civil penalties, equitable
21 remedies, and/or pre- or post- judgment interest at any time during the Settlement Period.

22 2.42 "Settlement Class Notice" means the notice of class, representative, and collective
23 action settlement and enclosed Claim Form to be provided to Settlement Class Members, without
24 material variation from the relevant portion of Exhibit A.

25 2.43 "Settlement Period" means June 3, 2017 through January 1, 2021.

26 2.44 "Total Settlement Amount" means Thirty-Two Million Dollars and zero cents
27 (\$32,000,000), which will resolve all Released Claims, and is the maximum amount that Postmates is
28 obligated to pay under this Settlement Agreement under any circumstances to resolve and settle this

1 Action, subject to Court approval. The Total Settlement Amount includes all costs and fees,
2 including, but not limited to, the Settlement Class Counsel Award, Settlement Administrator
3 Expenses, escrow costs and expenses, Service Awards, interest, all payments to the Settlement Class
4 and Plaintiffs, and the PAGA Payment.

5 2.45 “Void Date” means the date by which any checks issued to Settlement Class Members
6 shall become void, i.e., on the 181st day after mailing.

7 **III. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR**
8 **PRELIMINARY AND FINAL APPROVAL**

9 3.1 Upon execution of this Settlement Agreement, the Plaintiffs shall submit to the Court
10 a motion for preliminary approval of the Settlement. The motion for preliminary approval shall
11 include a proposed plan for sending the Settlement Class Notice to Settlement Class Members within
12 twenty (20) days after the Preliminary Approval Date (the “Notice Distribution Date”), and
13 establishing a period of sixty (60) days from the Notice Distribution Date within which any
14 Settlement Class Member may (i) request exclusion from the respective Settlement Class, (ii) object
15 to the proposed Settlement, or (iii) object to Settlement Class Counsel’s request for the Settlement
16 Class Counsel Award and for Service Awards to the Plaintiffs (the Exclusion/Objection Deadline).
17 The motion for preliminary approval shall also request that any hearing on final approval of the
18 Settlement and any determination on the request for a Settlement Class Counsel Award and Service
19 Awards (the Final Approval Hearing) be set for after the Exclusion/Objection Deadline; that
20 Settlement Class Counsel shall file a petition for the Settlement Class Counsel Award and Service
21 Awards at least twenty-one (21) days before the Exclusion/Objection Deadline; that any opposition
22 briefs on such motions and petitions be filed fourteen (14) days before the Final Approval Hearing;
23 and that any reply briefs on such motions and petitions be filed seven (7) days before the Final
24 Approval Hearing.

25 3.2 The Parties stipulate, for settlement purposes only, to certification of the Settlement
26 Class under California Code of Civil Procedure § 382 and California Rules of Court, Rule 3.769,
27 excluding the Settlement Class’s PAGA Claims, and to conditional certification of the Settlement
28 Class under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., on the express condition that if

1 the Settlement is not Preliminarily or Finally Approved, this paragraph, the Settlement Agreement,
2 and any class or collective action certified pursuant to the Settlement Agreement are all void ab initio.
3 The Parties also agree that this stipulation is in no way an admission that class or collective
4 certification is proper under the standard applied for litigation purposes, and that this stipulation shall
5 not be admissible, and may not be used by any person for any purpose whatsoever, in any legal or
6 administrative proceeding, including but not limited to arbitrations, other than a proceeding to
7 enforce the terms of the Agreement, as further set forth in this Agreement. Postmates expressly
8 reserves the right to oppose certification of any purported class or collective should the settlement fail
9 to become final and effective.

10 3.3 The Settlement is not intended to and may not be deemed to affect the enforceability
11 of any arbitration agreement between Postmates and any member of the Settlement Class, including
12 Plaintiffs.

13 3.4 Settlement Class Counsel and Plaintiffs agree to cooperate in good faith and to use
14 their best efforts to seek a stay in the *Rimler*, *Lee*, *Winns*, *Vincent*, and *Santana* Actions and to keep
15 the *Albert* Action stayed pending Final Approval of the Settlement, and upon Final Approval of the
16 Settlement, Settlement Class Counsel and Plaintiffs agree to dismiss the *Lee*, *Albert*, *Winns*, *Vincent*,
17 and *Santana* Actions with prejudice.

18 3.5 The Parties stipulate to the form of, and agree to submit to the Court for its
19 consideration this Settlement Agreement, and the following Exhibits to this Settlement Agreement:
20 Settlement Class Notice (Exhibit A), [Proposed] Preliminary Approval Order (Exhibit B), and
21 [Proposed] Second Amended Complaint (Exhibit C).

22 3.6 Solely for purposes of implementing this Agreement and effectuating the proposed
23 Settlement, the Parties agree and stipulate that:

24 3.6.1 Plaintiffs' Counsel shall amend the letters sent on behalf of Plaintiffs to the
25 LWDA to add any and all claims alleged in the *Rimler* Action, and any and all potential claims
26 necessary to effectuate the Released Claims.

27 3.6.2 Plaintiffs shall seek the Court's permission to file the Second Amended
28 Complaint, without material variation from Exhibit C, and Postmates shall consent to such

1 amendment pursuant to Cal. Rule of Court 3.1324. The Second Amended Complaint shall be filed
2 concurrently with the submission of the motion for preliminary approval of the Settlement Agreement
3 so that the Second Amended Complaint may be filed or deemed filed promptly upon entry of the
4 Preliminary Approval Order. Obtaining the Court's approval to file the Second Amended Complaint,
5 the subsequent prompt entry of the Second Amended Complaint, and the dismissal of the *Lee, Albert,*
6 *Winns, Vincent, and Santana* Actions are material conditions of this Settlement Agreement. The
7 Parties agree that the filing of the Second Amended Complaint will streamline the settlement process.
8 The Parties further agree and stipulate that the allegations in the Second Amended Complaint are
9 deemed controverted by the answer previously filed by Postmates in response to the currently
10 operative complaint, such that no further responsive pleading from Postmates is required. If for any
11 reason the Settlement Agreement does not become Final or the Effective Date does not occur, the
12 Second Amended Complaint shall not be operative and shall be deemed withdrawn; the parties agree
13 to submit a stipulated motion to strike the Second Amended Complaint, and agree the Court shall
14 strike the allegations of the Second Amended Complaint, so the operative complaint in the *Rimler*
15 Action shall revert to the filed complaint that preceded the Second Amended Complaint; the *Lee,*
16 *Albert, Winns, Vincent, and Santana* Actions shall proceed based on the operative complaints as
17 currently filed; and the amended letters sent to the LWDA pursuant to paragraph 3.6.1 shall be void
18 ab initio.

19 3.6.3 The Court may enter the Preliminary Approval Order, without material
20 variation from Exhibit B, preliminarily approving the Settlement and this Agreement. Among other
21 things, the Preliminary Approval Order shall grant leave to preliminarily certify the Settlement Class
22 and an FLSA collective for settlement purposes only; approve the Plaintiffs as class representatives,
23 appoint Settlement Class Counsel to represent the Settlement Class, and appoint the Settlement
24 Administrator; approve the Settlement Class Notice, and the notice plan embodied in the Settlement
25 Agreement, and approve them as consistent with California Code of Civil Procedure § 382,
26 California Rules of Court, Rule 3.769, 29 U.S.C. § 201, et seq. and due process; set out the
27 requirements for disputing the information upon which Settlement Class Members' share of the
28 Settlement will be calculated, objecting to the Settlement Agreement, excluding Settlement Class

1 Members from the Settlement Class, all as provided in this Settlement Agreement; provide that
2 certification of the Settlement Class and all actions associated with each certification are undertaken
3 on the condition that each certification and other actions shall be automatically vacated and of no
4 force or evidentiary effect if this Agreement is terminated, as provided in this Agreement, or if the
5 Settlement does not become Final; and schedule the Final Approval Hearing.

6 3.7 Within 10 days of the Preliminary Approval Date, Settlement Class Counsel will
7 notify the LWDA of the Preliminary Approval Order.

8 3.8 At the Final Approval Hearing, Plaintiffs shall request entry of a Final Approval order
9 and Judgment, to be agreed upon by the Parties, the entry of which is a material condition of this
10 Settlement and that, among other things:

11 3.8.1 Finally approves the Settlement as fair, reasonable, and adequate and directs its
12 consummation pursuant to the terms of the Settlement Agreement;

13 3.8.2 Finds that Settlement Class Counsel and Plaintiffs adequately represented the
14 Settlement Class for the purpose of entering into and implementing the Agreement;

15 3.8.3 Re-confirms the appointment of the Settlement Administrator and finds that
16 the Settlement Administrator has fulfilled its initial duties under the Settlement;

17 3.8.4 Finds that the Settlement Class Notice (i) constituted the best practicable
18 notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise
19 Settlement Class Members of the pendency of the Action, and their right to exclude themselves from
20 or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) was reasonable
21 and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv)
22 met all applicable requirements of California Rule of Court 3.769, due process, and any other
23 applicable rules or law;

24 3.8.5 Approves the Opt-Out List and determines that the Opt-Out List is a complete
25 list of all Settlement Class Members who have timely requested exclusion from the Settlement Class
26 and, accordingly, shall neither share in the Settlement nor be bound by the Final Approval order and
27 Judgment;

28

1 3.8.6 Directs that the Final Approval order and Judgment of dismissal shall be final
2 and entered forthwith;

3 3.8.7 Without affecting the finality of the Final Approval order and Judgment,
4 retains continuing jurisdiction over the Plaintiffs, the Settlement Class and Postmates as to all matters
5 concerning the administration, consummation, and enforcement of this Settlement Agreement;

6 3.8.8 Adjudges that, as of the Final Approval Date, the Plaintiffs and all Settlement
7 Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out
8 List approved by the Court, and their Legally Authorized Representatives, heirs, estates, trustees,
9 executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors,
10 and/or anyone claiming through them or acting or purporting to act for them or on their behalf,
11 regardless of whether they have received actual notice of the proposed Settlement, have conclusively
12 compromised, settled, discharged, and released the General Released Claims (in the case of the
13 Plaintiffs), the Authorized Claimants' Released Claims (in the case of the Authorized Claimants), and
14 Settlement Class Members' Released Claims (in the case of the Settlement Class Members) against
15 Postmates and the Released Parties, and are bound by the provisions of this Settlement Agreement;

16 3.8.9 Affirms that, notwithstanding the submission of a timely request for exclusion,
17 Settlement Class Members will still be bound by the settlement and release of the PAGA Claims or
18 remedies under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal.4th 969, as requests
19 for exclusion do not apply to the PAGA Claims, and further affirms that the State's claims for civil
20 penalties pursuant to PAGA are also extinguished;

21 3.8.10 Declares this Agreement and the Final Approval order and Judgment to be
22 binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other
23 proceedings: (i) that encompass the Plaintiffs' Claims, and that are maintained by or on behalf of
24 Plaintiffs and/or their Legally Authorized Representatives, heirs, estates, trustees, executors,
25 administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or
26 anyone claiming through them or acting or purporting to act for them or on their behalf; and (ii) that
27 encompass the Settlement Class Members' Released Claims and that are maintained by or on behalf
28 of any Settlement Class Member who has not been excluded from the Settlement Class as provided in

1 the Opt-Out List approved by the Court and/or his or her Legally Authorized Representatives, heirs,
2 estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns,
3 and successors, and/or anyone claiming through them or acting or purporting to act for them or on
4 their behalf, regardless of whether the Settlement Class Member previously initiated or subsequently
5 initiates individual litigation, arbitration, or other proceedings encompassed by the Settlement Class
6 Members' Released Claims, and even if such Settlement Class Member never received actual notice
7 of the Action or this proposed Settlement;

8 3.8.11 Determines that the Agreement and the Settlement provided for herein, and
9 any proceedings undertaken pursuant thereto, are not, and should not in any event be offered,
10 received, or construed as evidence of, or a presumption, concession, or admission by, any Party of
11 liability or non-liability or of the certifiability or non-certifiability of a litigation class or collective, or
12 that PAGA representative claims may validly be pursued, or of any misrepresentation or omission in
13 any statement or written document approved or made by any Party; provided, however, that reference
14 may be made to this Agreement and the Settlement provided for herein in such proceedings as may
15 be necessary to effectuate the provisions of this Agreement, as further set forth in this Agreement;

16 3.8.12 Directs Plaintiffs' Counsel to seek dismissal of the *Lee, Albert, Winns, Vincent,*
17 *and Santana* Actions with prejudice within 14 days of Final Approval;

18 3.8.13 Orders that the preliminary approval of the Settlement, certification of the
19 Settlement Class, and Final Approval of the proposed Settlement, and all actions associated with
20 them, are undertaken on the condition that they shall be vacated and void ab initio if the Settlement
21 Agreement is terminated or disapproved in whole or in part by the Court, or any appellate court
22 and/or other court of review in which event the Agreement and the fact that it was entered into shall
23 not be offered, received, or construed as an admission or as evidence for any purpose, including but
24 not limited to an admission by any Party of liability or non-liability or of any misrepresentation or
25 omission in any statement or written document approved or made by any Party, or of the certifiability
26 of a litigation class or the appropriateness of maintaining a representative action, as further provided
27 in Section XI;

28

1 3.8.14 Authorizes the Parties, with approval from the Court, to agree to and adopt
2 such amendments, modifications, and expansions of this Agreement, including all Exhibits hereto, as
3 (i) shall be consistent in all material respects with the Final Approval order and (ii) do not limit the
4 rights of Settlement Class Members; and

5 3.8.15 Contains such other and further provisions consistent with the terms of this
6 Settlement Agreement to which the Parties expressly consent in writing.

7 3.9 At the Final Approval Hearing and as a part of the Final Approval of this Settlement,
8 Settlement Class Counsel will also request approval of the Plan of Allocation set forth in Section V.
9 Any modification to the Plan of Allocation by the Court shall not (i) affect the enforceability of the
10 Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement
11 Agreement, or (iii) impose any obligation on Postmates to increase the consideration paid in
12 connection with the Settlement.

13 3.10 At the Final Approval Hearing, Settlement Class Counsel may also request entry of an
14 Order approving the Settlement Class Counsel Award and the Service Awards to the Plaintiffs. Any
15 such Settlement Class Counsel Award or Service Award shall be paid exclusively from the Total
16 Settlement Payment. In no event shall any Released Party otherwise be obligated to pay for any
17 attorneys' fees and expenses or Service Awards. The disposition of Settlement Class Counsel's
18 application for a Settlement Class Counsel Award, and for Service Awards, is within the sound
19 discretion of the Court and is not a material term of this Settlement Agreement, and it is not a
20 condition of this Settlement Agreement that such application be granted. Any disapproval or
21 modification of such application by the Court shall not (i) affect the enforceability of the Settlement
22 Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or
23 (iii) increase the consideration any Released Party pays in connection with the Settlement.

24 3.11 In no event shall any Released Party be obligated to pay settlement administration
25 expenses beyond those provided for in this Agreement.

26 3.12 Within 10 days after entry of Judgment, Settlement Class Counsel will provide a copy
27 of the Judgment to the LWDA.
28

1 **IV. SETTLEMENT CONSIDERATION**

2 4.1 The Total Settlement Amount is \$32,000,000. This is an “all in” number that will
3 resolve all Released Claims, and which includes, without limitation, all monetary benefits and
4 payments to the Settlement Class and Plaintiffs, Service Awards, Settlement Class Counsel Award,
5 Settlement Administrator Expenses, and the PAGA Payment, and all claims for interest, fees, and
6 costs. Under no circumstances shall Postmates be required to pay anything more than the Total
7 Settlement Amount. In no event shall Postmates be liable for making any payments under this
8 Settlement, or for providing any relief to Settlement Class Members, before the deadlines set forth in
9 this Agreement.

10 4.2 The Plaintiffs and all Settlement Class Members who receive a payment of any kind
11 from the Total Settlement Amount (including, in the case of the Plaintiffs, Service Awards) expressly
12 acknowledge that such payments shall be considered non-wages for which an IRS Form 1099 will be
13 issued, if required. The Plaintiffs and all Settlement Class Members who receive a payment of any
14 kind from the Total Settlement Amount agree to timely pay in full all of the federal, state, and
15 municipal income taxes owed on such payments.

16 4.3 The terms of this Agreement relating to the Service Awards and Settlement Class
17 Counsel Award were not negotiated by the Parties before full agreement was reached as to all other
18 material terms of the proposed Settlement, including, but not limited to, any terms relating to the
19 relief to the Settlement Class. Postmates agrees to the amount of Service Awards (if any) granted by
20 the Superior Court. The Plaintiffs and Settlement Class Counsel agree not to seek Service Awards in
21 excess of the amounts described in Paragraph 2.32.

22 4.4 Settlement Class Counsel agrees not to seek an award of attorneys’ fees, costs and
23 expenses from the Court in excess of one third (1/3) of the Total Settlement Amount of \$32,000,000.
24 Postmates agrees to the amount of attorneys’ fees, costs and expenses (if any) granted by the Superior
25 Court.

26 4.5 The payment of the Settlement Class Counsel Award, the Service Awards, the
27 Settlement Administrator Expenses, the Individual Settlement Payments, and the PAGA Payment
28

1 shall be made by the Settlement Administrator from the Total Settlement Amount within thirty (30)
2 days after the Effective Date.

3 4.6 The Settlement Administrator shall pay the Settlement Class Counsel Award by check,
4 payable to "Lichten & Liss-Riordan, P.C." Settlement Class Counsel shall provide the Settlement
5 Administrator notice of receipt of the Settlement Class Counsel Award.

6 **V. FUNDING AND ALLOCATION OF THE SETTLEMENT**

7 5.1 Within fourteen (14) calendar days following the Effective Date, Postmates shall
8 provide the Total Settlement Amount (\$32,000,000) to the Settlement Administrator. The Settlement
9 Administrator shall thereafter distribute the funds in the manner and at the times set forth in this
10 Agreement.

11 5.2 To receive an Individual Settlement Payment from the Total Settlement Amount, a
12 Settlement Class Member or his or her Legally Authorized Representative must timely submit a
13 Claim Form that satisfies the requirements of paragraph 5.3, must not have submitted a request for
14 exclusion, and must be eligible for a payment under the Plan of Allocation.

15 5.3 A Claim Form is timely if it is postmarked by the Bar Date and mailed or submitted as
16 an attachment to an email to the Settlement Administrator at the address in the Settlement Class
17 Notice, or if it is submitted online to the Settlement Administrator, in accordance with the online
18 submission instructions to be provided by the Settlement Administrator, by the Bar Date. The Claim
19 Form must be signed (electronically, if submitted via online portal) under penalty of perjury. To be
20 valid, a Claim Form must be signed without any deletion or amendment to its language, regarding the
21 release of FLSA claims and without any deletion or amendment to any other portion.

22 5.4 Settlement Class Members who timely submit a Claim Form will receive their
23 proportionate share of the Total Settlement Amount. No Settlement Class Member who timely
24 submits a Claim Form will receive less than \$10.

25 5.5 Settlement Class Members are not eligible to receive any compensation other than the
26 Individual Settlement Payment.

27 5.6 The Settlement Administrator shall calculate and distribute the Individual Settlement
28 Payments for the Settlement Class Members within thirty (30) days following the Effective Date,

1 provided Postmates has provided the Total Settlement Amount to the Settlement Administrator in
2 accordance with Paragraph 5.1.

3 5.7 Individual Settlement Payments shall be tied to the following distribution formula:

4 Settlement Class Members will be awarded points proportional to the estimated
5 number of miles driven while using the Postmates application as a courier, with one
6 point for every estimated mile driven. Settlement Class Members who either opt out
7 of arbitration, initiate arbitration, or demonstrate in writing an interest in initiating an
8 arbitration demand against Postmates prior to January 1, 2021 will have their points
9 doubled for purposes of this distribution formula (to account for, from plaintiffs'
10 perspective, these drivers' greater likelihood of having their claims pursued, in light of
11 Postmates' arbitration clauses).

12 Postmates will produce Settlement Class Information needed for the allocation to be calculated. The
13 Total Settlement Amount is non-reversionary. The Notice shall advise Settlement Class Members
14 that they may contest whether they are entitled to double points by submitting to the Settlement
15 Administrator in an email or letter (i) proof of a valid request to opt out of arbitration before January
16 1, 2021; (ii) submission of an arbitration demand against Postmates before January 1, 2021; or (iii)
17 communication to Postmates in writing of an intent to initiate arbitration before January 1, 2021.

18 5.8 Following distribution of the Individual Settlement Payments to Settlement Class
19 Members, any Settlement Class Members who received checks for more than \$100 that remain
20 uncashed more than 60 days after distribution will receive a reminder to cash their check. All funds
21 not claimed prior to the Void Date (i.e. all funds from uncashed checks and any remaining funds in
22 the Dispute Resolution Fund) shall be redistributed to the Settlement Class Members who received
23 and cashed their Individual Settlement Payments. These unclaimed funds shall be redistributed
24 pursuant to the same formula described in Paragraph 5.7. These residual funds will only be
25 distributed to Settlement Class Members for whom this second payment would be at least \$50. The
26 value of any uncashed checks following this residual distribution will be donated on a cy pres basis to
27 Legal Aid at Work.

28 5.9 The Individual Settlement Payments received shall be reported by the Settlement
Administrator to the applicable governmental authorities on IRS Form 1099s (if required). The
portions allocated to Service Awards shall likewise be reported on IRS Form 1099s by the Settlement

1 Administrator. The Settlement Administrator shall be responsible for issuing copies of IRS Form
2 1099s for the Plaintiffs and Settlement Class Members.

3 **VI. NOTICE PROCEDURES**

4 6.1 No more than fourteen (14) calendar days after entry of the Preliminary Approval
5 Order, Postmates shall provide the Settlement Administrator with the Settlement Class Information
6 for purposes of sending the Settlement Class Notice to Settlement Class Members.

7 6.2 No more than twenty (20) calendar days after entry of the Preliminary Approval Order
8 (on the Notice Distribution Date), the Settlement Administrator shall send the Settlement Class
9 Notice to the Settlement Class Members, via electronic mail.

10 6.3 The Settlement Class Notice will inform Settlement Class Members of their right to
11 request exclusion from the Settlement, of their right to object to the Settlement, of their right to
12 dispute the information upon which their share of the Settlement will be calculated, and the claims to
13 be released.

14 6.4 The Settlement Class Notice shall include an explanation for how the Estimated Miles
15 will be used to calculate the Individual Settlement Payments. The Settlement Administrator's
16 determination of the amount of any Settlement Class Member's Estimated Miles shall be binding
17 upon the Settlement Class Member, and the Parties. There will be a presumption that Postmates'
18 records are correct, absent evidence produced by a Settlement Class Member to the contrary. A
19 Settlement Class Member who wishes to dispute their Estimated Miles must contact the Settlement
20 Administrator by mail or email and must provide documentation in the form of tax records or trip
21 histories from the Postmates Application.

22 6.5 If any Settlement Class Notice sent via electronic mail to any Settlement Class
23 Member is undeliverable, the Settlement Administrator shall, within seven (7) days of an
24 undeliverable email, mail the Settlement Class Notice to each Settlement Class Member whose
25 Settlement Class Notice was undeliverable. Before mailing, the Settlement Administrator shall make
26 a good-faith attempt to obtain the most-current names and postal mail addresses for all Settlement
27 Class Members to receive such postal mail, including cross-checking the names and/or postal mail
28 addresses it received from Postmates, as well as any other sources, with appropriate databases (e.g.,

1 the National Change of Address Database) and performing further reasonable searches (e.g., through
2 Lexis/Nexis) for more-current names and/or postal mail addresses for Settlement Class Member. All
3 Settlement Class Members' names and postal mail addresses obtained through these sources shall be
4 protected as confidential and not used for purposes other than the notice and administration of this
5 Settlement. The Settlement Administrator shall exercise its best judgment to determine the current
6 mailing address for each Settlement Class Member. The address determined by the Settlement
7 Administrator as the current mailing address shall be presumed to be the best mailing address for
8 each Settlement Class Member. The Bar Date and Exclusion/Objection Deadlines shall be extended
9 as necessary in order to ensure that the Settlement Class Member receiving a mailed notice has sixty
10 (60) days to submit a claim form or to opt-out or object to the Settlement.

11 6.6 If any Settlement Class Notice to a Settlement Class Member is returned to the
12 Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the
13 postal mailing to that address. For any remaining returned postal mailings, the Settlement
14 Administrator shall make a good-faith search of an appropriate database (as described in the
15 preceding paragraph), and postal mailings shall be forwarded to any new postal mail address obtained
16 through such a search. In the event that any Settlement Class Notice is returned as undeliverable a
17 second time, no further postal mailing shall be required. The Settlement Administrator shall maintain
18 a log detailing the instances Settlement Class Notices are returned as undeliverable.

19 6.7 At least two reminders will be sent to Settlement Class Members following the initial
20 Settlement Class Notice, and the parties will agree to any further reminders that may be reasonably
21 necessary to assure adequate opportunity for Settlement Class Members to participate in the
22 settlement. These reminders will be sent to Settlement Class Members who have not already
23 submitted a claim form, opt-out request, or objection. These reminders will be sent via email to those
24 Settlement Class Members whose emailed notices were not returned as undeliverable and via mail for
25 those Settlement Class Members who received their initial Settlement Class Notice in the mail.
26 Settlement Class Members who are expected to have their points doubled pursuant to Paragraph 5.7
27 will receive at least one additional reminder (for a total of at least three reminders) advising them of
28

1 their right to opt-out and continue to pursue their claims in arbitration or to release their claims in
2 order to participate in the settlement.

3 6.8 The Parties agree that the procedures set forth in this Section constitute reasonable and
4 the best practicable notice under the circumstances and an appropriate and sufficient effort to locate
5 current addresses for Settlement Class Members such that no additional efforts to do so shall be
6 required.

7 6.9 The Settlement Administrator will provide Settlement Class Notice by, at a minimum,
8 (i) electronic mail notice without material variation from the form attached as the relevant portion of
9 Exhibit A; (ii) if necessary in accordance with Paragraph 6.7, first-class mail (where available) notice
10 without material variation from the relevant portion of Exhibit A; and (iii) a content-neutral
11 settlement website accessible to Settlement Class Members managed by the Settlement
12 Administrator, and approved by counsel for the Parties, which will contain further information about
13 the Settlement, including relevant pleadings. The Settlement Class Notice shall comply with
14 California Rule of Court 3.769 and due process.

15 6.10 Prior to the Final Approval Hearing, the Settlement Administrator shall prepare a
16 declaration of due diligence and proof of dissemination with regard to the mailing of the Settlement
17 Class Notice, and any attempts by the Settlement Administrator to locate Settlement Class Members,
18 its receipt of valid Claim Forms, Opt-outs, and Objections (and copies of same), and its inability to
19 deliver the Settlement Class Notice to Settlement Class Members due to invalid addresses (“Due
20 Diligence Declaration”), to Settlement Class Counsel and counsel for Postmates for presentation to
21 the Court. Settlement Class Counsel shall be responsible for filing the Due Diligence Declaration
22 with the Court.

23 6.11 If any individual whose name does not appear in the Settlement Class Information
24 believes that he or she is a Settlement Class Member, he or she shall have the opportunity to dispute
25 his or her exclusion from the Settlement Class. If an individual believes he or she is a Settlement
26 Class Member, he or she must notify the Settlement Administrator by mail, email, or telephone
27 within thirty (30) days after the distribution of the Settlement Class Notice. The Parties will meet and
28 confer regarding any such individuals in an attempt to reach an agreement as to whether any such

1 individual should be regarded as a Settlement Class Member. If the Parties so agree, such an
2 individual will have all of the same rights as any other Settlement Class Member under this
3 Agreement. In the event that the Parties agree that the individual is a Settlement Class Member, the
4 Individual Settlement Payment to such individual shall be disbursed from the Dispute Resolution
5 Fund, as long as sufficient money is left in the Dispute Resolution Fund. If an individual notifies the
6 Settlement Administrator that he or she is a Settlement Class Member more than thirty (30) days after
7 the distribution of the Settlement Class Notice, and the Parties agree that the individual is a
8 Settlement Class Member, the Parties shall endeavor to include the individual in the Settlement Class
9 as long as sufficient money is left in the Dispute Resolution Fund or from uncashed checks to do so,
10 and settlement awards for Settlement Class Members who submitted timely claims have been
11 allocated or paid. Under no circumstances will any action under this paragraph increase the Total
12 Settlement Amount.

13 **VII. PROCEDURES FOR REQUESTS FOR EXCLUSION**

14 7.1 Settlement Class Members (with the exception of the Plaintiffs) may opt out of the
15 Settlement. Those who wish to exclude themselves (or “opt out”) from the Settlement Class must
16 submit timely, written requests for exclusion. To be effective, such a request must include the
17 Settlement Class Member’s name, address, and telephone number; a clear and unequivocal statement
18 that the Settlement Class Member wishes to be excluded from the Settlement Class; and the signature
19 of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class
20 Member. The request must be mailed or submitted in the body of an email (from the Settlement
21 Class Member’s account used to sign up on the Postmates platform) to the Settlement Administrator
22 at the address provided in the Settlement Class Notice and must be postmarked or emailed no later
23 than the Exclusion/Objection Deadline. For those Settlement Class Members who submit a request in
24 an email, the Settlement Class Member’s typed name at the bottom of the email shall constitute their
25 signature. The date of the postmark or email shall be the exclusive means used to determine whether
26 a request for exclusion has been timely submitted. Requests for exclusion must be exercised
27 individually by the Settlement Class Member or the Settlement Class Member’s Legally Authorized
28 Representative, not as or on behalf of a group, class, or subclass. All requests for exclusion must be

1 submitted by the requesting Settlement Class Member (or their Legally Authorized Representative),
2 except that the Settlement Class Member's counsel may submit an opt-out request on behalf of the
3 individual Settlement Class Member if:

4 7.1.1 The Settlement Class Member's counsel retains a copy of the Settlement Class
5 Member's signed retention agreement with the counsel who is submitting the opt-out request, along
6 with a copy of any other agreements between the Settlement Class Member and counsel who is
7 submitting the opt-out request or their co-counsel, and agrees that any such agreements shall be
8 provided to the Court in camera if the Court so requests;

9 7.1.2 The Settlement Class Member's counsel submits a declaration under penalty of
10 perjury that:

11 7.1.2.1 Avers that the Settlement Class Member signed a retention agreement
12 with the individual attorney signing the declaration and submitting the
13 opt-out request, and identifies approximately when this occurred;

14 7.1.2.2 Avers that the attorney signing the declaration (a) personally advised
15 the Settlement Class Member of the estimate the parties provided of
16 how much the individual Settlement Class Member would have
17 recovered under the Settlement (assuming a 50% claim rate); and (b)
18 personally inquired whether the Settlement Class Member would prefer
19 to accept the settlement or opt out and maintain their right to pursue
20 individual claims, and the Settlement Class Member consented verbally
21 or in writing to opt out; and

22 7.1.2.3 Contains the advising attorney's original signature.

23 7.2 The Settlement Administrator shall promptly log each request for exclusion that it
24 receives and provide copies of the log and all such requests for exclusion to Settlement Class Counsel
25 and counsel for Postmates upon request. The Settlement Administrator shall automatically notify
26 Settlement Class Counsel and counsel for Postmates if and when the number of timely-submitted
27 requests for exclusion reaches 250.

1 7.3 The Settlement Administrator shall prepare a list of all persons who timely and
2 properly requested exclusion from the Settlement Class (the Opt-Out List) and shall, before the Final
3 Approval Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

4 7.4 All Settlement Class Members who are not included in the Opt-Out List approved by
5 the Court shall be bound by this Settlement Agreement, and all their claims shall be dismissed with
6 prejudice and released as provided for herein, even if they never received actual notice of the Action
7 or this proposed Settlement.

8 7.5 In the event that a Settlement Class Member submits a request for exclusion that the
9 parties do not believe was timely and/or properly submitted, the Court shall determine whether the
10 request for exclusion was timely and properly submitted.

11 7.6 The Plaintiffs agree not to request exclusion from the Settlement Class.

12 7.7 Settlement Class Members may request exclusion from the Settlement. Any such
13 Settlement Class Member may also object to the PAGA portion of the Settlement.

14 7.8 Notwithstanding the submission of a timely request for exclusion, Settlement Class
15 Members will still be bound by the settlement and release of the PAGA Claims or remedies under the
16 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal.4th 969. Requests for exclusion do not
17 apply to the PAGA Claims, and will not be effective to preclude the release of the PAGA Claims.

18 7.9 Settlement Class Members may object to or opt out of the Settlement, but may not do
19 both. Any Settlement Class Member who submits a timely request for exclusion may not file an
20 objection to the Settlement, submit a Claim, or receive a Settlement Payment, and shall be deemed to
21 have waived any rights or benefits under the Settlement Agreement.

22 7.10 No later than ten (10) business days after the Exclusion/Objection Deadline, the
23 Settlement Administrator shall provide to Settlement Class Counsel and counsel for Postmates the
24 Opt-Out List together with copies of the exclusion requests. Notwithstanding any other provision of
25 this Settlement Agreement, if more than two hundred fifty (250) Settlement Class Members exercise
26 their right to opt out of the Settlement, Postmates at its sole and absolute discretion may rescind and
27 revoke the Settlement Agreement by sending written notice that it revokes the Settlement pursuant to
28

1 this Paragraph to Settlement Class Counsel within fourteen (14) business days following receipt of
2 the Opt-Out List.

3 7.11 Any Settlement Class Member who submits a timely and valid Claim Form, or does
4 not submit a timely and valid opt-out request, agrees to waive the Class Action Waiver in any
5 existing arbitration agreement between the Settlement Class Member and Postmates with respect to
6 the Released Claims.

7 **VIII. PROCEDURES FOR OBJECTIONS**

8 8.1 Any Settlement Class Member who wishes to object to the fairness, reasonableness, or
9 adequacy of this Agreement or the proposed Settlement must provide to the Settlement Administrator
10 a timely statement of the objection. The Settlement Administrator shall promptly forward any
11 objections to Settlement Class Counsel and counsel for Postmates.

12 8.2 All written objections must (a) clearly identify the case name and number, (b) be
13 submitted to the Settlement Administrator by mail or in the body of an email, and (c) be emailed or
14 postmarked no later than the Exclusion/Objection Deadline. The date of the postmark on the return-
15 mailing envelope, or the date of the email, shall be the exclusive means used to determine whether
16 the written objection has been timely submitted. If an objection is submitted using more than one
17 method (e.g. if it is mailed and emailed), the earlier date shall be used to determine timeliness.

18 8.3 The objection must contain at least the following: (i) the objector's full name, address,
19 telephone, and signature; (ii) a clear reference to the Action; (iii) a statement of the basis for each
20 objection argument; and (iv) a statement whether the objecting person or entity intends to appear at
21 the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement
22 identifying that counsel by name, bar number, address, and telephone number. All objections shall be
23 signed by the objecting Settlement Class Member (or their Legally Authorized Representative), even
24 if the Settlement Class Member is represented by counsel. For those Settlement Class Members who
25 submit an objection in an email, the Settlement Class Member's typed name at the bottom of the
26 email shall constitute their signature.

27 8.4 The right to object to the proposed Settlement must be exercised individually by a
28 Settlement Class Member. Attempted collective, group, class, or subclass objections shall be

1 ineffective and disregarded. Individual objections may be submitted by a Settlement Class Member's
2 Legally Authorized Representative (who is not the Settlement Class Member's counsel).

3 8.5 Settlement Class Members who object to the proposed Settlement shall remain
4 Settlement Class Members, and shall be deemed to have voluntarily waived their right to exclude
5 themselves from the Settlement Class or pursue an independent remedy against Postmates and the
6 Released Parties. To the extent any Settlement Class Member objects to the proposed Settlement
7 Agreement, and such objection is overruled in whole or in part, such Settlement Class Member will
8 be forever bound by the Final Approval order and Judgment.

9 8.6 It shall be Settlement Class Counsel's sole responsibility to respond to any objections
10 made with respect to any application for the Settlement Class Counsel Award and Service Awards.

11 8.7 The Settlement Administrator shall prepare a list of all persons who timely and
12 properly submitted an objection (the Objection List) and shall, before the Final Approval Hearing,
13 submit an affidavit to the Court attesting to the accuracy of the list.

14 **IX. RELEASES**

15 9.1 The Released Claims against each and all of the Released Parties shall be released and
16 dismissed with prejudice and on the merits (without an award of costs to any party other than as
17 provided in this Agreement) upon entry of the Final Approval order and Judgment.

18 9.2 As of the Final Approval Date, the Plaintiffs and all Settlement Class Members who
19 have not been excluded from the Settlement Class as provided in the Opt-Out List, individually and
20 on behalf of their Legally Authorized Representatives, heirs, estates, trustees, executors,
21 administrators, representatives, agents, successors, and assigns, and anyone claiming through them or
22 acting or purporting to act on their behalf, agree to forever release, discharge, hold harmless, and
23 covenant not to sue each and all of the Released Parties from each and all of the Plaintiffs' General
24 Released Claims (in the case of the Plaintiffs), the Authorized Claimants' Released Claims (in the
25 case of the Authorized Claimants), and the Settlement Class Members' Released Claims (in the case
26 of the Settlement Class Members), and by operation of the Judgment becoming Final shall have fully
27 and finally released, relinquished, and discharged all such claims against each and all of the Released
28 Parties; and they further agree that they shall not now or hereafter initiate, maintain, or assert any of

1 the General Released Claims (in the case of the Plaintiffs), the Authorized Claimants' Released
2 Claims (in the case of the Authorized Claimants), or the Settlement Class Members' Released Claims
3 (in the case of the Settlement Class Members), against the Released Parties in any other court action
4 or before any administrative body, tribunal, arbitration panel, or other adjudicating body. Without in
5 any way limiting the scope of the releases described in Paragraphs 2.16, 2.29, and 2.41, or in the
6 remainder of this Section, this release covers, without limitation, any and all claims for attorneys'
7 fees, costs, or disbursements incurred by Settlement Class Counsel, or by the Plaintiffs or Settlement
8 Class Members, or any of them, in connection with or related in any manner to the Action, the
9 Settlement of the Action, and/or the Released Claims, except to the extent otherwise specified in this
10 Agreement.

11 9.3 The Plaintiffs and the Settlement Class Members expressly acknowledge that they are
12 familiar with principles of law such as Section 1542 of the California Civil Code, which provides:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
14 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
15 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
16 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
17 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
18 PARTY.

19 With respect to the Settlement Class Released Claims, as described in Paragraph 2.41, each
20 Settlement Class Member who has not been excluded from the Settlement Class as provided in the
21 Opt-Out List shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished,
22 to the fullest extent permitted by law, the provisions, rights, and benefits he or she may otherwise
23 have had pursuant to Section 1542 of the California Civil Code and all similar federal, state, and local
24 laws, rights, rules, and legal principles of any other jurisdiction that may be applicable herein. In
25 connection with the release, the Settlement Class Members acknowledge that they are aware that they
26 may hereafter discover claims presently unknown and unsuspected or facts in addition to or different
27 from those which they now know or believe to be true with respect to matters released herein.
28 Nevertheless, the Settlement Class Members acknowledge that a portion of the consideration received

1 herein is for a release with respect to unknown damages and complaints, whether resulting from
2 known injuries and consequences or from unknown injuries or unknown consequences of known or
3 unknown injuries, and state that it is the intention of the Settlement Class Members in agreeing to this
4 release fully, finally, and forever to settle and release all matters and all claims that exist, hereafter
5 may exist, or might have existed (whether or not previously or currently asserted in any action),
6 constituting the Settlement Class Members' Released Claims.

7 9.4 With respect to those claims that could be asserted under the FLSA, an Authorized
8 Claimant's timely and valid submission of a signed Claim Form shall be deemed as that Authorized
9 Claimant's Consent to Join and release all such matters and claims. The timely and valid submission
10 of a signed Claim Form shall fully, finally and forever settle and release all such matters and claims
11 as of the Effective Date.

12 9.5 With respect to the General Released Claims, as described in Paragraph 2.16, each
13 Plaintiff shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished, to
14 the fullest extent permitted by law, the provisions, rights, and benefits he or she may otherwise have
15 had pursuant to Section 1542 of the California Civil Code and all similar federal, state, and local
16 laws, rights, rules, and legal principles of any other jurisdiction that may be applicable herein. In
17 connection with the release, Plaintiffs acknowledge that they are aware that they may hereafter
18 discover claims presently unknown and unsuspected or facts in addition to or different from those
19 which they now know or believe to be true with respect to matters released herein. Nevertheless,
20 Plaintiffs acknowledge that a portion of the consideration received herein is for a release with respect
21 to unknown damages and complaints, whether resulting from known injuries and consequences or
22 from unknown injuries or unknown consequences of known or unknown injuries, and state that it is
23 the intention of Plaintiffs in agreeing to this release fully, finally, and forever to settle and release all
24 matters and all claims that exist, hereafter may exist, or might have existed (whether or not
25 previously or currently asserted in any action), constituting the General Released Claims.

26 9.6 Each Plaintiff further acknowledges, agrees, and understands that: (i) he or she has
27 read and understands the terms of this Agreement; (ii) he or she has been advised in writing to
28 consult with an attorney before executing this Agreement; (iii) he or she has obtained and considered

1 such legal counsel as he or she deems necessary; (iv) he or she has been given twenty-one (21) days
2 to consider whether or not to enter into this Agreement (although he or she may elect not to use the
3 full 21 day period at his or her option).

4 9.7 Subject to Court approval, the Plaintiffs and all Settlement Class Members who have
5 not been excluded from the Settlement Class as provided in the Opt-Out List shall be bound by this
6 Settlement Agreement, and all of the Released Claims shall be dismissed with prejudice and released,
7 even if they never received actual notice of the Action or this Settlement.

8 **X. ADMINISTRATION OF THE SETTLEMENT FUND**

9 10.1 The Settlement Administrator or its authorized agents in consultation with the Parties
10 and subject to the supervision, direction, and approval of the Court, shall calculate the allocation of
11 and oversee the distribution of the Total Settlement Amount.

12 10.2 The Total Settlement Amount shall be applied as follows:

13 10.2.1 To pay the costs and expenses incurred in connection with providing
14 Settlement Class Notice to potential Settlement Class Members, locating Settlement Class Members'
15 last-known postal mail addresses and processing any objections, requests for exclusion or challenges
16 to calculations of Estimated Miles;

17 10.2.2 After the Effective Date as provided in Paragraph 2.10, and subject to the
18 approval and further order(s) of the Court, to pay Plaintiffs Service Awards based on contributions
19 and time expended assisting in the litigation, up to the amounts described in Paragraph 2.29.

20 10.2.3 After the Effective Date as provided in Paragraph 2.10, and subject to the
21 approval and further order(s) of the Court, to pay the Settlement Class Counsel Award as ordered by
22 the Court;

23 10.2.4 After the Effective Date as provided in Paragraph 2.10, and subject to the
24 approval and further order(s) of the Court, to distribute 75% of the PAGA Payment to the LWDA;

25 10.2.5 After the Effective Date as provided in Paragraph 2.10, and subject to the
26 approval and further order(s) of the Court, to distribute the Individual Settlement Payments from the
27 Total Settlement Amount for the benefit of the Settlement Class pursuant to the Plan of Allocation, or
28 as otherwise ordered by the Court.

1 10.3 If any portion of the Total Settlement Amount is not successfully redistributed to
2 Settlement Class Members after the initial Void Date (i.e. checks are not cashed or checks are
3 returned as undeliverable after the second distribution), then after the Void Date for redistributed
4 checks, the Settlement Administrator shall void the check and shall direct such unclaimed funds to be
5 paid to Legal Aid at Work. Such unclaimed funds may also be used to resolve disputes regarding the
6 distribution of settlement funds.

7 10.4 Settlement Class Members who are not on the Opt-Out List approved by the Court
8 shall be subject to and bound by the provisions of the Settlement Agreement, the releases contained
9 herein, and the Judgment with respect to all Settlement Class Members' Released Claims, regardless
10 of whether they obtain any distribution from the Total Settlement Amount.

11 10.5 Payment from the Total Settlement Amount shall be deemed conclusive of compliance
12 with this Settlement Agreement as to all Settlement Class Members.

13 10.6 No Settlement Class Member shall have any claim against the Plaintiffs, Settlement
14 Class Counsel, or the Settlement Administrator based on distributions made substantially in
15 accordance with this Settlement Agreement and/or orders of the Court. No Settlement Class Member
16 shall have any claim against Postmates or its counsel relating to distributions made under this
17 Settlement.

18 **XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**
19 **SETTLEMENT AGREEMENT**

20 11.1 If the Court does not approve the Settlement as set forth in this Settlement Agreement,
21 or if the Court enters the Judgment and appellate review is sought, and on such review, the entry of
22 Judgment is vacated, modified in any way, or reversed, or if the Final Approval order does not
23 otherwise become Final, then this Settlement Agreement shall be cancelled, terminated, and void ab
24 initio, unless all Parties, in their sole discretion within thirty (30) days from the date such ruling
25 becomes final, provide written notice to all other Parties hereto of their intent to proceed with the
26 Settlement under the terms of the Judgment as it may be modified by the Court or any appellate court.

27 11.2 Postmates shall have the right to withdraw from the Settlement if the number of
28 Settlement Class Members who attempt to exclude themselves from the Settlement Class equals or

1 exceeds 250. If Postmates chooses, pursuant to its sole and absolute discretion, to exercise this right,
2 it must do so within fourteen (14) days of receipt of the Opt-Out List as provided in Paragraphs 7.2
3 and 7.9, by providing written notice to Settlement Class Counsel.

4 11.3 In the event that: (i) the Settlement is not approved, is overturned, or is materially
5 modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement
6 Agreement is terminated, cancelled, or fails to become effective for any reason, then: (a) the Parties
7 stipulate and agree that the Settlement, this Agreement, the Settlement Class Information, the Opt-
8 Out List, and all documents exchanged and filed in connection with the Settlement shall be treated as
9 inadmissible mediation communications under Cal. Evid. Code § 1115 et seq.; (b) the Settlement
10 shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be
11 effective or enforceable, with the exception of this Paragraph, which shall remain effective and
12 enforceable; (c) the Parties shall be deemed to have reverted nunc pro tunc to their respective statuses
13 prior to execution of this Agreement, including with respect to any Court-imposed deadlines; (d) all
14 Orders entered in connection with the Settlement, including the certification of the Settlement and
15 certification of the FLSA claims, shall be vacated without prejudice to any Party's position on the
16 issues of class and collective action certification, the issue of amending the complaint, or any other
17 issue, in this Action or any other action, and the Parties shall be restored to their litigation positions
18 existing on the date of execution of this Agreement; and (e) the Parties shall proceed in all respects as
19 if the Settlement Agreement and related documentation and orders had not been executed, and
20 without prejudice in any way from the negotiation or fact of the Settlement or the terms of the
21 Settlement Agreement. The Settlement Agreement, the Settlement, all documents, orders, and
22 evidence relating to the Settlement, the fact of their existence, any of their terms, any press release or
23 other statement or report by the Parties or by others concerning the Settlement Agreement, the
24 Settlement, their existence, or their terms, and any negotiations, proceedings, acts performed, or
25 documents executed pursuant to or in furtherance of the Settlement Agreement or the Settlement shall
26 not be admissible in any proceeding, and shall not be offered, received, or construed as evidence of a
27 presumption, concession, or an admission of liability, of unenforceability of any arbitration
28 agreement, of the certifiability of a litigation class, or of any misrepresentation or omission in any

1 statement or written document approved or made, or otherwise used by any Person for any purpose
2 whatsoever, in any trial of this Action or any other action or proceedings. Plaintiffs, Settlement Class
3 Counsel, and the Settlement Administrator shall return to counsel for Postmates all copies of the
4 Settlement Class Information and Opt-Out Lists and shall not use or disclose the Settlement Class
5 Information or Opt-Out List for any purpose or in any proceeding.

6 11.4 Postmates does not agree or consent to certification of the class or FLSA claims for
7 any purpose other than to effectuate the Settlement of the Action. If this Settlement Agreement is
8 terminated pursuant to its terms, or the Effective Date for any reason does not occur, all Orders
9 certifying the Settlement Class and FLSA collective for purposes of effecting this Settlement
10 Agreement, and all preliminary and/or final findings regarding the Settlement Class, shall be void ab
11 initio and automatically vacated upon notice to the Court, the Action shall proceed as though the
12 Settlement Class had never been certified pursuant to this Settlement Agreement and such findings
13 had never been made, and the Action shall revert nunc pro tunc to the procedural status quo as of the
14 date and time immediately before the execution of the Settlement Agreement, in accordance with this
15 Settlement Agreement.

16 **XII. ADDITIONAL PROVISIONS**

17 12.1 In the event that one or more of the Parties to this Settlement Agreement institutes any
18 legal action, arbitration, or other proceeding against any other party to enforce the provisions of this
19 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the
20 prevailing party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees
21 and costs, including expert witness fees incurred in connection with any enforcement actions.

22 12.2 Unless otherwise specifically provided here, all notices, demands, or other
23 communications given hereunder shall be in writing and shall be deemed to have been duly given as
24 of the third business day after mailing by United States registered or certified mail, return receipt
25 requested, addressed as follows:

26 To Plaintiffs and the Settlement Class:

27 Shannon Liss-Riordan, Esq.
28 Lichten & Liss-Riordan, P.C.
729 Boylston Street

1 Suite 2000
2 Boston, MA 02116

3 To Defendants:

4 Theane Evangelis, Esq.
5 Gibson, Dunn & Crutcher LLP
6 333 South Grand Avenue
7 Los Angeles, CA 90071-3197

8 12.3 All of the Exhibits to this Settlement Agreement are an integral part of the Settlement
9 and are incorporated by reference as though fully set forth herein.

10 12.4 The Parties agree that the recitals are contractual in nature and form a material part of
11 this Settlement Agreement.

12 12.5 The Plaintiffs and Settlement Class Counsel acknowledge that an adequate factual
13 record has been established that supports the Settlement and hereby waive any right to conduct
14 further discovery to assess or confirm the Settlement. Notwithstanding the prior sentence, the Parties
15 agree to reasonably cooperate with respect to efforts to identify the last-known addresses of
16 Settlement Class Members.

17 12.6 Unless otherwise noted, all references to “days” in this Agreement shall be to calendar
18 days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal
19 holiday, such date or deadline shall be on the first business day thereafter.

20 12.7 This Agreement supersedes all prior negotiations and agreements and may be
21 amended or modified only by a written instrument signed by counsel for all Parties or the Parties’
22 successors-in-interest.

23 12.8 The Parties reserve the right, subject to the Court’s approval, to agree to any
24 reasonable extensions of time that might be necessary to carry out any of the provisions of this
25 Agreement. Such extensions must be in writing to be enforceable.

26 12.9 The Settlement Agreement, the Settlement, the fact of the Settlement’s existence, any
27 of the terms of the Settlement Agreement, any press release or other statement or report by the Parties
28 or by others concerning the Settlement Agreement or the Settlement, and any negotiations,
proceedings, acts performed, or documents executed pursuant to or in furtherance of the Settlement
Agreement or the Settlement: (i) may not be deemed to be, may not be used as, and do not constitute

1 an admission or evidence of the validity of any Released Claims or of any wrongdoing or liability of
2 Postmates; (ii) may not be deemed to be, may not be used as, and do not constitute an admission or
3 evidence of any fault, wrongdoing, or omission by Postmates in any trial, civil, criminal, arbitration,
4 or administrative proceeding of the Action or any other action or proceedings in any court,
5 administrative agency, arbitral forum or other tribunal; (iii) may not be used as evidence of any
6 waiver of, unenforceability of, or as a defense to any Postmates arbitration agreement; and (iv) may
7 not be used as evidence in any class certification proceeding.

8 12.10 The Released Parties shall have the right to file the Settlement Agreement, the Final
9 Approval order and Judgment, and any other documents or evidence relating to the Settlement in any
10 action that may be brought against them in order to support a defense or counterclaim based on
11 principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction,
12 or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13 12.11 The Parties to the Settlement Agreement agree that the Total Settlement Amount and
14 the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties,
15 resulted from an arm's-length mediation session facilitated by Tripper Ortman, and reflect a
16 settlement that was reached voluntarily based upon adequate information and sufficient discovery and
17 after consultation with experienced legal counsel.

18 12.12 The Plaintiffs and Settlement Class Counsel have concluded that the Settlement set
19 forth herein constitutes a fair, reasonable, and adequate resolution of the claims that the Plaintiffs
20 asserted against Postmates, including the claims on behalf of the Settlement Class, and that it
21 promotes the best interests of the Settlement Class.

22 12.13 To the extent permitted by law, all agreements made and orders entered during the
23 course of the Action relating to the confidentiality of information shall survive this Settlement
24 Agreement.

25 12.14 The Parties agree that Plaintiffs and Settlement Class Counsel are not required to
26 return any documents or data produced by Postmates until the final resolution of the Action. Within
27 sixty (60) days following the Effective Date, Settlement Class Counsel shall return to Postmates all
28

1 documents and data produced in the Action or in connection with the Parties' mediation, or confirm
2 in writing that all such documents have been destroyed.

3 12.15 The waiver by one Party of any breach of this Settlement Agreement by any other
4 Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement
5 Agreement.

6 12.16 This Settlement Agreement, including its Exhibits, constitutes the entire agreement
7 among the Parties, and no representations, warranties, or inducements have been made to any Party
8 concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and
9 covenants contained and memorialized in this Settlement Agreement and its Exhibits.

10 12.17 This Settlement Agreement may be executed in one or more counterparts. All
11 executed counterparts and each of them shall be deemed to be one and the same instrument provided
12 that counsel for the Parties to this Settlement Agreement shall exchange among themselves original
13 signed counterparts.

14 12.18 This Settlement Agreement may be signed with a facsimile signature and in
15 counterparts, each of which shall constitute a duplicate original.

16 12.19 The Parties hereto and their respective counsel agree that they will use their best
17 efforts to obtain all necessary approvals of the Court required by this Settlement Agreement.

18 12.20 This Settlement Agreement shall be binding upon and shall inure to the benefit of the
19 successors and assigns of the Parties hereto, including any and all Released Parties and any
20 corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate,
21 or reorganize.

22 12.21 This Settlement Agreement has been negotiated among and drafted by Settlement
23 Class Counsel and Postmates' Counsel. Named Plaintiffs, Settlement Class Members, and Postmates
24 shall not be deemed to be the drafters of this Settlement Agreement or of any particular provision, nor
25 shall they argue that any particular provision should be construed against its drafter or otherwise
26 resort to the contra proferentem canon of construction. Accordingly, this Settlement Agreement
27 should not be construed in favor of or against one Party as the drafter, and the Parties agree that the
28 provisions of California Civil Code § 1654 and common law principles of construing ambiguities

1 against the drafter shall have no application. All Parties agree that counsel for the Parties drafted this
2 Settlement Agreement during extensive arm's-length negotiations. No parol or other evidence may
3 be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their
4 counsel, or the circumstances under which this Settlement Agreement was made or executed.

5 12.22 Except where this Settlement Agreement itself provides otherwise, all terms,
6 conditions, and Exhibits are material and necessary to this Settlement Agreement and have been
7 relied upon by the Parties in entering into this Settlement Agreement.

8 12.23 This Settlement Agreement shall be governed by California law. Any action or
9 dispute based on this Settlement Agreement, including any action to enforce any of the terms of this
10 Settlement Agreement, shall be commenced and maintained only in the Superior Court of California,
11 San Francisco County, which shall retain jurisdiction over all such actions and disputes.

12 12.24 All Parties to this Settlement Agreement shall be subject to the jurisdiction of the
13 Superior Court of California, San Francisco County for all purposes related to this Settlement
14 Agreement.

15 12.25 The Court shall retain continuing and exclusive jurisdiction over the Parties to this
16 Settlement Agreement for the purpose of the administration and enforcement of this Settlement
17 Agreement.

18 12.26 The headings used in this Settlement Agreement are for the convenience of the reader
19 only, and shall not affect the meaning or interpretation of this Settlement Agreement.

20 12.27 In construing this Settlement Agreement, the use of the singular includes the plural
21 (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

22 12.28 Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his,
23 her, or its independent judgment and upon the advice of counsel, and not in reliance upon any
24 warranty or representation, express or implied, of any nature or of any kind by any other Party, other
25 than the warranties and representations expressly made in this Settlement Agreement.

26 12.29 Signatory counsel warrant that they are fully authorized to execute this Agreement on
27 behalf of their respective clients listed below. Each Counsel signing this Settlement Agreement on
28 behalf of his/her clients who are unable to sign the Agreement on the date that it is executed by other

1 Parties represents that such counsel is fully authorized to sign this Settlement Agreement on behalf of
2 his/her clients; provided, however, that all Parties who have not executed this Agreement on the date
3 that it is executed by the other Parties shall promptly thereafter execute this Agreement and in any
4 event no later than one (1) week after the Agreement has been executed by counsel.

5 IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and
6 intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set
7 forth below.

8
9
10 Dated: July 15, 2021

By: 
Shannon Liss-Riordan
LICHTEN & LISS-RIORDAN, P.C.

11
12 Attorneys for Plaintiffs JACOB RIMLER,
13 GIOVANNI JONES, DORA LEE,
14 KELLYN TIMMERMAN, and JOSHUA
ALBERT

15 Dated: July ____, 2021

By: _____
Theane Evangelis
Michele L. Maryott
Dhananjay S. Manthripragada
GIBSON, DUNN & CRUTCHER LLP

16
17 Attorneys for Defendant POSTMATES, INC.

18
19 Dated: July 15, 2021

By: 
Amir Mostafavi

20
21 Attorney for Plaintiffs MELANIE WINNS,
22 RALPH HICKEY JR., STEVEN ALVARADO,
AND KRISTIE LOGAN

23 Dated: July ____, 2021

By: _____
Matthew Bainer

24 Attorney for Plaintiff SHERICKA VINCENT

25
26 Dated: July ____, 2021

By: _____
Kitty Szeto

27 Attorney for Plaintiff WENDY SANTANA
28

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10 Dated: July ___, 2021

By: _____
Shannon Liss-Riordan
LICHTEN & LISS-RIORDAN, P.C.

11
12 Attorneys for Plaintiffs JACOB RIMLER,
GIOVANNI JONES, DORA LEE,
13 KELLYN TIMMERMAN, and JOSHUA
ALBERT

14
15 Dated: July ___, 2021

By:  _____
Theane Evangelis
Michele L. Maryott
Dhananjay S. Manthripragada
GIBSON, DUNN & CRUTCHER LLP

16
17 Attorneys for Defendant POSTMATES, INC.

18
19 Dated: July ___, 2021

By: _____
Amir Mostafavi

20
21 Attorney for Plaintiffs MELANIE WINNS,
RALPH HICKEY JR., STEVEN ALVARADO,
22 AND KRISTIE LOGAN

23
24 Dated: July ___, 2021

By: _____
Matthew Bainer

25
26 Attorney for Plaintiff SHERICKA VINCENT

27
28 Dated: July ___, 2021

By: _____
Kitty Szeto

Attorney for Plaintiff WENDY SANTANA

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8
9
10 Dated: July ____, 2021

By: _____
Shannon Liss-Riordan
LICHTEN & LISS-RIORDAN, P.C.

11
12 Attorneys for Plaintiffs JACOB RIMLER,
GIOVANNI JONES, DORA LEE,
13 KELLYN TIMMERMAN, and JOSHUA
ALBERT

14
15 Dated: July ____, 2021

By: _____
Theane Evangelis
Michele L. Maryott
Dhananjay S. Manthripragada
GIBSON, DUNN & CRUTCHER LLP

16
17 Attorneys for Defendant POSTMATES, INC.

18
19 Dated: July ____, 2021

By: _____
Amir Mostafavi

20
21 Attorney for Plaintiffs MELANIE WINNS,
RALPH HICKEY JR., STEVEN ALVARADO,
AND KRISTIE LOGAN

22 Dated: July 15, 2021

23 By:  _____
Matthew Bainer

24 Attorney for Plaintiff SHERICKA VINCENT

25
26 Dated: July ____, 2021

By: _____
Kitty Szeto

27 Attorney for Plaintiff WENDY SANTANA

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7 forth below.

8
9
10 Dated: July ___, 2021

By: _____
Shannon Liss-Riordan
LICHTEN & LISS-RIORDAN, P.C.

11
12 Attorneys for Plaintiffs JACOB RIMLER,
GIOVANNI JONES, DORA LEE,
13 KELLYN TIMMERMAN, and JOSHUA
ALBERT

14
15 Dated: July ___, 2021

By: _____
Theane Evangelis
Michele L. Maryott
Dhananjay S. Manthripragada
GIBSON, DUNN & CRUTCHER LLP

16
17 Attorneys for Defendant POSTMATES, INC.

18
19 Dated: July ___, 2021

By: _____
Amir Mostafavi

20
21 Attorney for Plaintiffs MELANIE WINNS,
RALPH HICKEY JR., STEVEN ALVARADO,
AND KRISTIE LOGAN

22 Dated: July ___, 2021

23 By: _____
Matthew Bainer

24 Attorney for Plaintiff SHERICKA VINCENT

25
26 Dated: July 15, 2021

By: _____

Kitty Szeto

27 Attorney for Plaintiff WENDY SANTANA

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Dated: _____, 2021

Dated: _____, 2021

By: _____
Jacob Rimler
NAMED PLAINTIFF

By: _____
Giovanni Jones
NAMED PLAINTIFF

By: _____
Dora Lee
NAMED PLAINTIFF

By: _____
Kellyn Timmerman
NAMED PLAINTIFF

By: _____
Joshua Albert
NAMED PLAINTIFF

By: _____
Melanie Ann Winns
NAMED PLAINTIFF

By: _____
Ralph John Hickey Jr.
NAMED PLAINTIFF

By: _____
Steven Alvarado
NAMED PLAINTIFF

By: _____
Kristie Logan
NAMED PLAINTIFF

By: _____
Shericka Vincent
NAMED PLAINTIFF

By: _____
Wendy Santana
NAMED PLAINTIFF

By: _____
Angela Corridan
Senior Counsel
POSTMATES, LLC f/k/a POSTMATES INC.

Exhibit A to
Settlement Agreement

Please read notice below and CLICK HERE if you want to claim your share of the settlement.

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

**(*Rimler, et al. v. Postmates Inc.*, San Francisco Superior Court
Case No. CGC-18-567868)**

You are receiving this Notice because you may be eligible to participate in a class action settlement with Postmates. Postmates' records show you are or were a courier at some point between June 3, 2017, and January 1, 2021, and may be entitled to receive a payment [\[LINK TO CLAIM PORTAL\]](#) from the settlement.

A proposed class action settlement has been reached in a lawsuit involving certain current and former couriers who have used the Postmates mobile application in California alleging that couriers should be classified as employees, and that Postmates has violated provisions of California labor law by classifying drivers as independent contractors. Postmates denies these allegations. Under the settlement, if it is approved by the Court, Postmates will pay \$32,000,000.00 to settle the lawsuit and obtain a release of the claims discussed below in Section 4. The named plaintiffs and their lawyers have requested attorneys' fees/expenses, settlement administration fees, and service awards to the named plaintiffs. If the Court approves the fees, expenses, and service awards requested by the named plaintiffs and their lawyers, and after the deduction of an award to the California Labor and Workforce Development Agency, approximately \$17,795,000 will be distributed to Settlement Class Members. The Court in charge of the lawsuit still has to decide whether to approve the settlement. If it does, then individuals who used the Postmates mobile application as couriers between June 3, 2017, and January 1, 2021, will be eligible for payment as part of the settlement.

YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY. YOU ARE NOT BEING SUED. THIS IS NOT A SOLICITATION FROM A LAWYER.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
OPTION 1: PARTICIPATE IN THE SETTLEMENT	
Submit a Claim and Receive a Payment	<p>If you are a member of the Settlement Class, you must submit a claim [LINK TO CLAIM PORTAL] to receive a payment. Instructions on submitting a claim are set forth in section 6 below [LINK TO SECTION 6].</p> <p>After the Court approves the settlement, the payment will be mailed to you at the address you include in your claim form. If your address changes, please notify the Settlement Administrator as explained below.</p> <p>You cannot make a claim if you exclude yourself from the Settlement Class. As detailed below in Section 4, being a member of the Settlement Class means that you may make a claim to receive a payment. It also means that you will release specified claims or causes of action that you may have against Postmates. This means that you will give up your right to be part of another lawsuit or other legal proceeding, including individual arbitration, against Postmates relating to the claims being resolved in this settlement.</p> <p>Additionally, by submitting a claim, you will also release Fair Labor Standards Act (“FLSA”) claims that you may have against Postmates. See the explanation below in Section 4.</p>
Object to the Settlement	<p>If you want to object to the settlement, you must mail or email the Settlement Administrator a statement explaining why you do not like the settlement. You cannot object to ask the Court for a higher payment for yourself personally, although you can object to the payment terms (or any other terms) that apply generally to the settlement class.</p> <p>Directions are provided below in Section 8.</p>
Dispute the Information in Postmates’ Records	<p>As explained below in Section 3, your share of the settlement has been calculated based on information in Postmates’ records about the estimated miles you have driven using the Postmates app between June 3, 2017 and January 1, 2021. If you do not believe that the information in Section 3 is correct, you may dispute it.</p> <p>Directions are provided below in Section 3.</p>
Do Nothing	<p>If you do nothing, you will remain a member of the Settlement Class, but you will not receive a payment.</p> <p>As detailed below in Section 4, being a member of the Settlement Class means that you will release specified claims that you may have against Postmates.</p>
OPTION 2: EXCLUDE YOURSELF FROM THE SETTLEMENT	
Exclude Yourself From the Settlement	<p>If you do not want to receive payment from the settlement, and do not want to be a member of the Settlement Class, you must exclude yourself by sending a letter or email to the Settlement Administrator no later than [DATE].</p> <p>If you request exclusion from the Settlement Class, you will receive no money from the settlement (even if you submit a</p>

claim), but you will retain your right to sue Postmates for the claims asserted in this lawsuit (except the PAGA claims) in a different lawsuit or in individual arbitration. See Section 4 below for more information.

Instructions to exclude yourself are set forth below.

1. Why did I get this Notice?

The plaintiffs and the defendant in the *Rimler, et al. v. Postmates Inc., San Francisco Superior Court Case No. CGC-18-567868* case have reached a settlement.

You received this Notice because you have been identified as a Settlement Class member.

The Settlement Class is defined as the following:

Any and all individuals who entered into an agreement with Postmates to use the Postmates platform as an independent contractor to offer delivery services to customers, and used the Postmates platform as an independent contractor courier to accept or complete at least one delivery in California between June 3, 2017, and January 1, 2021.

This Notice explains the lawsuit, the settlement of that lawsuit, and your legal rights. It is important that you read this Notice carefully as your rights will be affected by the settlement.

2. What is the class action lawsuit about?

On July 5, 2018, Plaintiff Jacob Rimler filed a complaint in the San Francisco County Superior Court, bringing claims on behalf of individuals who used the Postmates app as couriers and the state of California. Giovanni Jones, Dora Lee, Kellyn Timmerman, Joshua Albert, Melanie Anne Winns, Ralph John Hickey, Jr., Steven Alvarado, Kristie Logan, Shericka Vincent, and Wendy Santana were later added as named plaintiffs, and the case was amended to add class action claims on behalf of couriers who are part of the Settlement Class. This case is entitled *Rimler, et al. v. Postmates Inc.*, Case Number CGC-18-567868. Ms. Lee and Ms. Timmerman had previously filed a putative class action bringing similar claims against Postmates, *Lee et al. v. Postmates*, N.D. Cal. Case No. 18-cv-3421. Mr. Albert had also filed a case bringing similar claims against Postmates, *Albert v. Postmates*, N.D. Cal. Case No. 18-cv-7592. Melanie Anne Winns, Ralph John Hickey, Jr., Steven Alvarado, and Kristie Logan had also filed a case bringing similar claims against Postmates, *Winns v. Postmates Inc.*, Case No. CGC-17-562282 in the Superior Court of California, San Francisco County. Shericka Vincent had also previously filed a representative action bringing similar claims against Postmates, *Vincent v. Postmates Inc.*, Case No. RG19018205, in the Superior Court of California, Alameda County. Wendy Santana had also previously filed a representative action bringing similar claims against Postmates, *Santana v. Postmates, Inc.*, Case No. BC720151, in the Superior Court of California, Los Angeles County. These other cases are all currently on hold in light of this settlement, and they will be dismissed if the settlement is approved. On June 17, 2020, the Court issued an order coordinating the *Rimler*, *Winns*, *Vincent*, and *Santana* Actions with two other similar matters pending against Postmates: *Brown v. Postmates, Inc.*, Case No. BC712974 (Los Angeles Super. Ct.) and *Altounian v. Postmates, Inc.*, Case No. CGC-20-584366 (San Francisco Super. Ct.).

These lawsuits claim that Postmates violated California law, including by misclassifying couriers as independent contractors, failing to reimburse couriers' allegedly necessary business expenses, and failing to pay minimum wages and overtime.

Postmates denies that it violated the law in any way, denies couriers were, or are, employees, and further denies that the lawsuit is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice, the settlement, or any actions to carry out the terms of the settlement means that Postmates admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court did not decide in favor of the Plaintiffs or the Defendant in the lawsuit. Instead, the parties in the lawsuit agreed to a settlement that they believe is a fair, reasonable, and adequate compromise. The parties reached this agreement after lengthy negotiations and independent consideration of the risks of litigation and benefits of settlement through a formal conference with an experienced mediator. The Plaintiffs and their lawyers have considered the substantial benefits from the Settlement that will be given to the Settlement Class Members and balanced those benefits with the risk that a trial could end in a verdict in Postmates' favor. They also considered the value of the immediate benefit to Settlement Class Members versus the cost and delay of litigation through trial and appeals. Counsel for the Plaintiffs believe that the amount Postmates has agreed to pay is fair, adequate, and reasonable in light of the risks and time required to continue litigating this case.

The Court overseeing the case has reviewed the settlement. The Court preliminarily approved the named plaintiffs to serve as representatives for the Settlement Class defined in section 1, above. The Court also preliminarily approved the law firm Lichten & Liss-Riordan, P.C. to serve as class counsel.

3. What are the terms of the settlement?

The full settlement agreement is available at [http://www.\[website\].com](http://www.[website].com). Subject to the Court's approval, a summary of the terms of the settlement include:

Settlement Amount If the settlement is approved by the Court, Postmates will pay \$32,000,000 to the Settlement Class to settle the lawsuit and obtain a release of the claims discussed below in Section 4.

The settlement amount includes:

- Payments to Settlement Class Members totaling approximately \$17,790,000 (including a \$250,000 Dispute Resolution Fund).
- Attorneys' fees and costs not to exceed \$10,560,000 for class counsel
- Administration expenses of \$945,000
- \$4,000,000 for PAGA penalties, of which 75% (\$3,000,000) will be paid to the State of California and 25% (\$1,000,000) will be paid to the Settlement Class Members
- Awards not to exceed \$5,000 each to plaintiffs Rimler, Jones, Timmerman, Lee, Albert, Winns, Hickey, Jr., Alvarado, Logan, Vincent, and Santana.

Tax Matters Nothing in this settlement or this Notice is intended to constitute tax advice. You

may wish to consult a tax advisor concerning the tax consequences of the payments received under the settlement.

Conditions of Settlement The payment of Settlement Class Member awards is conditioned upon the Court entering an order at or following a final approval hearing on the settlement, and the settlement becoming final.

4. What do I release by participating in this settlement?

If the Court grants final approval of the Settlement, the Court will enter judgment, and the Settlement will bind all Settlement Class Members who have not opted out, and the judgment will bar all Settlement Class Members from bringing any claims released in the Settlement. The release stated in full in Section IX of the Settlement Agreement and described in part below:

Any and all present and past claims, actions, demands, causes of action, suits, debts, guarantees, obligations, damages, penalties, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, contingent or accrued, expected or unexpected, pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs, or disbursements) that are based on or reasonably related to the claims alleged in or that could have been alleged in the *Rimler* Second Amended Complaint, and all misclassification claims, and specifically including: claims pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.* (only for those Settlement Class Members who submit a valid and timely Claim Form); California Labor Code sections 132a, 201-204, 206.5, 207, 208, 210-214, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 245-249, 351, 353, 432.5, 450, 510, 512, 551-552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2753, 2802, 2804; the Private Attorneys General Act ("PAGA"), California Labor Code section 2698 *et seq.*; California Code of Civil Procedure section 1021.5; California Code of Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission Wage Orders; California Business and Professions Code sections 17200 *et seq.*; and any other similar state, federal, local, or common law, statute, regulation, or ordinance for unpaid wages, minimum wages, regular wages, tips, overtime wages (including but not limited to calculation of the correct overtime or regular rate), working more than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers' compensation insurance, meal periods, rest breaks, sick leave, final pay, penalties for timely payment of wages upon discharge, waiting time penalties, PAGA penalties, unfair business practices, all claims arising out of or relating to the statutory causes of action described herein, restitution, interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest at any time between June 3, 2017 and January 1, 2021.

All Settlement Class Members who do not timely and formally opt out of the settlement by requesting exclusion as described below shall be bound by this release, except that all Settlement Class Members (even those who do opt out) shall be bound by this release for PAGA claims. Any Settlement Class Member who submits a timely and valid Claim Form, or does not submit a timely and valid opt-out request, agrees to waive the Class Action Waiver in any existing arbitration agreement between the Settlement Class Member and Postmates with respect to the Released Claims.

For Fair Labor Standards Act (“FLSA”) claims, only Settlement Class Members who submit a claim shall be bound by the release of the FLSA claims.

With respect to all Settlement Class Members (other than Named Plaintiffs), Settlement Class Members do not release other claims that are not within the definition of Settlement Class Members’ Released Claims, including claims for retaliation, wrongful termination, unemployment, disability, worker’s compensation, claims outside of the Settlement Class Period, and claims that cannot be released as a matter of law.

If you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit or legal proceeding in any forum (including arbitration) against Postmates and the Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this litigation will apply to you and legally bind you.

If you wish to obtain additional information about this settlement or your rights to object to, or exclude yourself from, this lawsuit, you may also contact the class counsel at [www.\[website\].com](http://www.[website].com) or any other lawyer.

5. How much will my payment be?

To calculate each settlement class member’s share of the settlement, the Settlement Administrator will review Postmates’ records from June 3, 2017, through January 1, 2021. Settlement Class Members will be awarded points proportional to the estimated number of miles driven while using the Postmates application as a courier. Settlement Class Members will receive one (1) point for every estimated mile driven, and your points will be doubled if you (a) provided Postmates with a valid request to opt out of its arbitration provision before January 1, 2021; (b) filed a demand for arbitration against Postmates challenging your classification (whether represented by counsel or acting on your own) before January 1, 2021; or (c) communicated to Postmates an intent to initiate arbitration against Postmates challenging your classification (whether through counsel or acting on your own) before January 1, 2021.

According to Postmates’ records, you have driven an estimated [redacted] miles and you [are/are not] receiving double points. Therefore, your points total is: [number of points]

These points do not have a value fixed at a particular dollar amount; that amount will vary depending upon many factors, including how many Settlement Class Members submit a claim and are receiving payments under this settlement and the amount ultimately awarded in attorneys’ fees and incentive payments to the named plaintiffs. Assuming a 50% claim rate for the settlement, your estimated settlement payment would be approximately \$ [redacted]. Assuming

a 100% claim rate for the settlement, your estimated settlement payment would be approximately \$ [REDACTED].

The determination of each Settlement Class Member's estimated miles driven is based on the relevant records that Postmates is able to identify. If you do not agree with your estimated miles or with Postmates' records regarding whether your points should be doubled, you can inform the Settlement Administrator by mail or email. To contest your number of miles, you must provide documentation showing that you drove more miles between pick-up and delivery than estimated in this Notice. To contest whether you should receive double points, you must provide documentation via email or letter sufficient to show that you submitted a valid request to opt out of arbitration before January 1, 2021, that you initiated an arbitration demand against Postmates before January 1, 2021, or that you communicated to Postmates (through an attorney or acting on your own) an intent to initiate arbitration before January 1, 2021.

The Net Settlement Amount will be distributed to Settlement Class Members who make a claim in proportion to their number of points (but no Settlement Class Member who submits a claim will receive less than \$10). The Net Settlement Amount will be calculated by subtracting from the Settlement Amount the amounts approved by the Court for attorney's fees for class counsel, class counsel's litigation costs, settlement administration expenses, the incentive awards to the named plaintiffs, and the PAGA-related amount to be paid to State of California.

Settlement Class Members who do not exclude themselves from the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement **either by a) submitting a timely claim and not opting out of the class or b) submitting a timely claim, not opting out of the class, and objecting to the settlement.**

If you do not submit a timely claim for payment and do not opt out of the class, you will not receive a payment, but you will remain part of the Settlement Class, and you will release all claims you may have related to the allegations in the case, as described in Section 4 above.

If you exclude yourself from the settlement, you will not receive a payment, but you will retain the ability to sue Postmates for the claims asserted in this lawsuit (except for the PAGA claim) in a different lawsuit or in individual arbitration. See Section 4 above for more information.

6. How can I get a payment?

To receive a payment under this settlement, **you must submit a claim by [REDACTED].**

Your Claimant ID is [#####] and your Control Number is [#####].

Claims can be submitted online by navigating to the web page at [link to claim form] and following the instructions, or by filling out the enclosed claim form and submitting it to the Claims Administrator, at the following address, by mail or e-mail:

[Claims Administrator's Claim Form Mailing Address]

[Claims Administrator's Claim Form Email Address]

If you do not submit a claim by [REDACTED], you will not receive payment under the settlement.

IMPORTANT:

You must notify the Claims Administrator of any change of address to ensure receipt of your settlement payment. You can notify the Claims Administrator of an address change by sending a letter or email to the above mailing and email addresses with your new address.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If you do not deposit or cash your check within 180 days after issuance, you will forfeit your right to the funds, and they will be redistributed to other Settlement Class Members who deposited or cashed their checks. Therefore, if your check is lost or misplaced, you should contact the claims administrator immediately to request a replacement. Some Settlement Class Members may be entitled to receive a second distribution check from the settlement. These checks will also be null and void 180 days after issuance if not deposited or cashed. Any remaining funds after the second distribution will be sent to Legal Aid at Work, a nonprofit organization.

If you opt out of the settlement and also submit a claim for payment, you will not receive payment under the settlement, and will be treated as an opt-out as described in section 7 below.

The Court will hold a hearing on [REDACTED], 2021, to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within approximately 30 days after the Court approves the Settlement. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of this settlement?

If you do not wish to participate in this settlement, you must exclude yourself from the settlement or "opt out." If you opt out, you will receive no money from the settlement, and you will not be bound by its terms (except that you will still be releasing your claims under the Private Attorneys General Act). To opt out, you must submit a written request to the Claims Administrator via postal mail or in the body of an email.

The address to send opt-out requests to the Claims Administrator is:

[Mailing address for opt-out requests.]

[Email address for opt-out requests.]

Your request for exclusion must contain: (1) a clear statement that you wish to be excluded from the settlement in the Rimler v. Postmates class action; (2) your name (and former names, if any), address, and telephone number; and (3) your signature (or the signature of your legally-authorized representative). If you are submitting a request for exclusion by email, your request must be made from your email address used to sign up on the Postmates platform, and your typed name at the end of the email shall constitute your "signature". Your request for exclusion must be postmarked or emailed no later than [REDACTED], 2021. Written requests for

exclusion that are postmarked or emailed after this date, or that are unsigned by an individual Settlement Class Member, will be rejected, and those Settlement Class Members will remain bound by the settlement and the releases described above.

If you are represented by a lawyer and you would like that lawyer to submit an opt-out request on your behalf, you should contact your lawyer to discuss the settlement, the amount that you would be entitled to receive in the settlement, and your request to opt out of the settlement.

8. How do I tell the Court that I don't like the settlement?

Any Settlement Class Member who has not opted out and believes that the settlement should not be finally approved by the court for any reason may object to the proposed settlement by submitting a written request to the Claims Administrator via postal mail or in the body of an email.

The address to send objections to the Claims Administrator is:

[Mailing address for objections.]

[Email address for objections.]

A Settlement Class Member may object to any aspect of the proposed settlement, including to the attorneys' fees and service awards. All objections must be in writing and contain at least the following: (1) the case name and number, which is *Rimler v. Postmates, Inc.*, in the Superior Court of the State of California, in and for the County of San Francisco, Case No. CGC-18-567868; (2) your name, current address, and telephone number (3) a description of why you believe the settlement is unfair; (4) a statement whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. If you are submitting an objection by email, your typed name at the end of the email shall constitute your "signature". You can submit an objection even if you also submitted a Claim Form, but you must submit a Claim Form to receive your settlement share.

The objections must be sent to the Claims Administrator on or before [REDACTED], 2021.

To object to the settlement, you must not opt out of the settlement (except you can still object to the PAGA component of the settlement if you opt out), and if the court approves the settlement, you will be bound by the terms of the settlement in the same way as Settlement Class Members who do not object. Any Settlement Class Member who does not object as required by this notice shall have waived any objection to the settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the settlement?

The court will hold a final approval hearing at [REDACTED] on [REDACTED], 2021, at the San Francisco County Superior Court in Department 303, located at 400 McAllister Street, San Francisco, California 94102. At this hearing the court will consider whether the settlement is fair, reasonable, and adequate. The court will also consider Class Counsel's application for attorneys' fees and Plaintiffs' service awards. The purpose of this hearing is for the court to determine

whether to grant final approval to the settlement. If the settlement is not approved, or if there are objections to the settlement and the settlement is appealed, the litigation may continue and take some time (possibly years) to resolve. If there are objections, the court will consider them. This hearing may be rescheduled by the court without further notice to you, so you should check the settlement administration website at [www.\[website\].com](http://www.[website].com) to determine whether the hearing has been rescheduled. You are not required to attend the final approval hearing, although any settlement class member is welcome to attend the hearing.

10. How do I get more information about the settlement?

You may call the Settlement Administrator at _____ or write to [Settlement Administrator Mailing Address and Email Address]. You can also contact *Rimler* class counsel at [insert number] or check the settlement administration website at [www.\[website\].com](http://www.[website].com). You can view the full docket of the case for free on the Court's website at <https://sfsuperiorcourt.org/online-services>. From there, select "Case Query" and search for Case Number CGC-18-567868. You will see the "Register of Actions" page, where you can view all the motions and court orders that have been filed in this case. This notice summarizes the proposed settlement. More details are in the settlement agreement. You may receive a copy of the settlement agreement document, or get more details about the lawsuit, by writing to Lichten & Liss-Riordan, P.C., 729 Boylston Street, Suite 2000, Boston MA 02116.

The address for Class counsel is as follows:

Shannon Liss-Riordan
Anne Kramer
Lichten & Liss-Riordan, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
www.llrlaw.com
Tel: 617-994-5800
Fax: 617-994-5801
Email: claims@llrlaw.com

You can also visit the settlement administration website at [www.\[website\].com](http://www.[website].com) to view the following documents:

- The Second Amended Complaint;
- The Settlement Agreement;
- The Notice;
- The Court's Order Preliminarily Approving the Settlement;
- Plaintiffs' Motion for Preliminary Approval and supporting Declarations;
- Plaintiffs' Reply Brief in Support of Preliminary Approval and supporting Declarations;
- Defendant Postmates' Statement in Support of Preliminary Approval;
- Plaintiffs' Supplemental Brief in Support of Preliminary Approval and Declarations;
- Plaintiffs' Supplemental Reply Brief in Support of Preliminary Approval and Declarations;
- Plaintiffs' Supplemental Briefing in Support of Revised Class Action Settlement;

- The Court's First Order on Plaintiffs' Motion for Preliminary Approval dated November 26, 2019;
- The Court's Tentative Ruling re Continued Motion for Preliminary Approval dated April 24, 2020;
- The Court's Order After Hearing re Plaintiffs' Continued Motion for Preliminary Approval dated June 17, 2020.
- The Court's Order dated July 1, 2021.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

Claimant ID: [#####]
Control Number: [#####]

CLAIM FORM

Rimler et al. v. Postmates Inc.,
San Francisco Superior Court Case No. CGC-18-567868

To claim your share of the settlement proceeds from the *Rimler v. Postmates Inc.* class action settlement, you must complete and return this form no later than

_____.

Settlement Administrator
ADDRESS
CITY, STATE, ZIP
Tel: (617) XXX-XXXX
email@email.com

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email address (optional): _____

TO RECEIVE YOUR SETTLEMENT PAYMENT, YOU MUST SIGN AND DATE BELOW.

BY SIGNING BELOW, you are agreeing to the terms of the settlement, consenting to join the Settlement Class in *Rimler v. Postmates Inc.*, and agreeing to release all federal Fair Labor Standards Act (“FLSA”) wage and hour claims against Postmates that are covered by the Settlement, in addition to the other claims against Postmates that you are releasing as a Settlement Class Member.

(Signature)

(Date)

Exhibit B to
Settlement Agreement

1 SHANNON LISS-RIORDAN (SBN 310719)
(sliss@llrlaw.com)
2 ANNE KRAMER (SBN 315131)
(akramer@llrlaw.com)
3 LICHTEN & LISS-RIORDAN, P.C.
4 729 Boylston Street, Suite 2000
5 Boston, MA 02116
6 Telephone: (617) 994-5800
Facsimile: (617) 994-5801

7 *Attorneys for Plaintiffs Jacob Rimler and*
8 *Giovanni Jones, in their capacities as Private*
Attorney General Representatives

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN FRANCISCO**

11
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13 COORDINATION PROCEEDING SPECIAL
TITLE [RULE 3.550]

14 POSTMATES CLASSIFICATION CASES

15 Included Actions:

16 Winns v. Postmates, Inc., No. CGC-17-562282
17 (San Francisco Superior Court)

18 Rimler v. Postmates, Inc., No. CGC-18-567868
19 (San Francisco Superior Court.)

20 Brown v. Postmates, Inc., No. BC712974
21 (Los Angeles Superior Court)

22 Santana v. Postmates, Inc., No. BC720151
23 (Los Angeles Superior Court)

24 Vincent v. Postmates, Inc., No. RG19018205
(Alameda County Superior Court)

25 Altounian v. Postmates, Inc., No. CGC-20-
26 584366 (San Francisco Superior Court)

Case No. CJC-20-005068

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Department 303
Hon. Suzanne R. Bolanos

Hearing Date: July 21, 2021
Hearing Time: 2:00 pm

27
28
[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT

Error! Unknown document property name.

1 This matter, having come before The Honorable Suzanne R. Bolanos of the Superior
2 Court of the State of California, in and for the County of San Francisco, at 2:00 p.m. on July 21,
3 2021, with Lichten & Liss-Riordan P.C. as counsel for Plaintiffs and Gibson Dunn & Crutcher
4 LLP appearing as counsel for Defendant Postmates Inc. (“Postmates” or “Defendant”)
5 (collectively, “the Parties”), and the Court having carefully considered the briefs, argument of
6 counsel, and all matters presented to the Court and good cause appearing, the Court hereby
7 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.
8

9 **IT IS HEREBY ORDERED:**

- 10 1. The Court preliminarily approves the Third Amended Class Action Settlement
11 Agreement attached as Exhibit 1 to the Declaration of Shannon Liss-Riordan in Support
12 of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
13 on the Court’s determination that the Settlement Agreement is within the range of
14 possible final approval, pursuant to the provisions of Section 382 of the California Code
15 of Civil Procedure and California Rules of Court, rule 3.769.
- 16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.
- 18 3. The Total Settlement Amount that Defendant shall pay is \$32,000,000.00. It appears to
19 the Court on a preliminary basis that the settlement amount and terms are fair, adequate,
20 and reasonable as to all potential Settlement Class Members when balanced against the
21 probable outcome of further litigation relating to certification, liability, and damages
22 issues. It further appears that substantial investigation and research have been conducted
23 such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid
25 substantial additional costs by all Parties, as well as avoid the delay and risks that would
26 be presented by the further prosecution of the Litigation. It further appears that the
27 Settlement has been reached as the result of intensive, serious and non-collusive, arm’s-
28 length negotiations.

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4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.
 5. The Agreement specifies an attorneys' fees and costs award not to exceed thirty-three and one-third (33.33%) percent of the Total Settlement Amount to Class Counsel, and proposed service awards to the Named Plaintiffs of \$5,000 each. While these awards appear to be within the range of reasonableness and supported by the individual dismissals being provided by each of the Named Plaintiffs, the Court will not approve the amount of attorneys' fees and costs until the Final Approval Hearing. Similarly, the Court will not decide the amount of any Service Award until the Final Approval Hearing.
 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become Final. For settlement purposes only, the Court conditionally certifies the following Settlement Class: "Any and all individuals who entered into an agreement with Postmates to use the Postmates platform as an independent courier to offer delivery services to customers, and used the Postmates platform to accept or complete at least one delivery in California between June 3, 2017, and January 1, 2021."
 7. The Court concludes that, for settlement purposes only, the Settlement Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Settlement Class is ascertainable and so numerous that joinder of all members of the Settlement Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the

1 members of the Settlement Class with respect to the subject matter of the litigation;
2 (c) the claims of the named plaintiffs are typical of the claims of the members of the
3 Settlement Class; (d) the Settlement Class Representatives will fairly and adequately
4 protect the interests of the members of the Settlement Class; (e) a class action is superior
5 to other available methods for the efficient adjudication of this controversy; and
6 (f) counsel for the Settlement Class is qualified to act as counsel for the Settlement Class
7 Representatives in their individual capacities and as the representatives of the Settlement
8 Class.

9
10 8. The Court provisionally appoints Plaintiffs Jacob Rimler, Giovanni Jones, Dora Lee,
11 Kellyn Timmerman, Joshua Albert, Melanie Ann Winns, Ralph John Hickey, Jr., Steven
12 Alvarado, Kristie Logan, Shericka Vincent, and Wendy Santana as the Representatives
13 of the Settlement Class. The Court provisionally appoints Lichten & Liss-Riordan P.C.
14 as Class Counsel for the Settlement Class.

15 9. The Court finds that the Class Notice appears to fully and accurately inform Settlement
16 Class Members of all material elements of the proposed Settlement, of the Settlement
17 Class Members' right to be excluded from the Settlement Class by submitting a written
18 opt-out request by mail or email, and of each member's right and opportunity to object
19 to the Settlement by mail or email. The Court further finds that the distribution of the
20 Class Notice substantially in the manner and form set forth in the Agreement and this
21 Order meets the requirements of due process, is the best notice practicable under the
22 circumstances, and shall constitute due and sufficient notice to all persons entitled
23 thereto. The Court orders the dissemination of the notice pursuant to the terms set forth
24 in the Agreement.

25 10. The Court hereby appoints Simpluris as Settlement Administrator. Within fourteen (14)
26 calendar days of this order, Defendant shall provide, confidentially, to the Settlement
27 Administrator the best information that it can identify in its possession, custody or
28 control following a good faith inquiry with respect to the full names, social security

1 number (if provided to Defendant), last known addresses, e-mail addresses, and
2 estimated miles for potential Settlement Class Members. Within thirty (30) calendar
3 days of this Order, the Settlement Administrator shall email the Class Notice to all
4 identified Settlement Class Members.
5

6 11. The Court hereby preliminarily approves the proposed procedure for exclusion from the
7 Settlement. Any Settlement Class Member may individually choose to opt out of and be
8 excluded from the Settlement Class as provided in the Notice by following the
9 instructions for requesting exclusion from the Settlement Class that are set forth in the
10 Notice. To be effective, a request for exclusion must include the Settlement Class
11 Member's name, address, and telephone number; a clear and unequivocal statement that
12 the Settlement Class Member wishes to be excluded from the Settlement Class; and the
13 signature of the Settlement Class Member or the Legally Authorized Representative. All
14 requests for exclusion must be postmarked or emailed within sixty (60) calendar days
15 after the date the Notice is sent to the Settlement Class or, in the case of a re-mailed
16 Notice, within sixty (60) calendar days of the re-mailed Notice. Any such person who
17 chooses to opt out of and be excluded from the Settlement Class will not be entitled to
18 any recovery under the Settlement and will not be bound by the Settlement or have any
19 right to object, appeal, or comment thereon. Settlement Class Members who have not
20 requested exclusion shall be bound by all determinations of the Court, the Agreement,
21 and Judgment. A request for exclusion may only opt out that particular individual, and
22 any attempt to effect an opt-out of a group, class, or subclass of individuals is not
23 permitted and will be deemed invalid. All requests for exclusion must be submitted by
24 the requesting Settlement Class Member (or their Legally Authorized Representative),
25 except that the Settlement Class Member's counsel may submit an opt-out request on
26 behalf of the individual Settlement Class Member if counsel submits a declaration with
27 the attorney's original signature attesting that (i) counsel advised the class member of
28 how much they would recover under the settlement and (ii) that the attorney personally

1 inquired whether the class member would prefer to accept the settlement or opt out and
2 maintain their right to pursue individual claims, and that the Settlement Class Member
3 consented verbally or in writing to opt out.
4

5 12. Any Class Member who has not opted out may object to the fairness, reasonableness, or
6 adequacy of the Settlement by timely submitting a statement of the objection. Class
7 Members will have sixty (60) days from the date of the Notice to submit their written
8 objections by mail or email to the Settlement Administrator.

9 13. A final approval hearing shall be held before this Court on _____, 2021 at _____ in
10 Department 303 of the San Francisco County Superior Court to determine all necessary
11 matters concerning the Settlement, including: whether the proposed settlement of the
12 Litigation on the terms and conditions provided for in the Agreement is fair, adequate,
13 and reasonable and should be finally approved by the Court; whether an Order Granting
14 Final Approval should be entered herein; whether the plan of allocation contained in the
15 Agreement should be approved as fair, adequate, and reasonable to the Class Members;
16 and to finally approve Class Counsel's fees and litigation costs, Plaintiffs' service
17 awards, and the settlement administration expenses. All papers in support of the motion
18 for final approval and the motion for attorneys' fees, costs and service awards shall be
19 filed with the Court and served on all counsel no later than twenty-one (21) days before
20 the hearing; any opposition briefs shall be filed fourteen (14) days before the hearing;
21 and any reply briefs shall be filed seven (7) days before the hearing.

22 14. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
23 shall be construed as a concession or admission by Defendant in any way, and shall not
24 be used as evidence of, or used against Defendant as, an admission or indication in any
25 way, including with respect to any claim of any liability, wrongdoing, fault or omission
26 by Defendant or with respect to the truth of any allegation asserted by any person.
27 Whether or not the Settlement is finally approved, neither the Settlement, nor any
28 exhibit, document, statement, proceeding or conduct related to the Settlement, nor any

1 reports or accounts thereof, shall in any event be construed as, offered or admitted in
2 evidence as, received as or deemed to be evidence for any purpose adverse to the
3 Defendant, including, but not limited to, evidence of a presumption, concession,
4 indication or admission by Defendant of any liability, fault, wrongdoing, omission,
5 concession or damage. In the event the Settlement does not become effective in
6 accordance with the terms of the Agreement, or the Settlement is not finally approved,
7 or is terminated, canceled, or fails to become effective for any reason, this Order shall be
8 rendered null and void and shall be vacated; the Parties shall revert to their respective
9 positions as of before entering into the Agreement; and the Settlement Agreement and
10 this Order shall be void *ab initio*. In such an event, the Court's orders regarding the
11 Settlement, including this Preliminary Approval Order, shall not be used or referred to in
12 litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
13 Settlement Agreement with respect to the effect of the Settlement Agreement if it is not
14 approved.
15

16 15. The Court reserves the right to adjourn or continue the date of the final approval hearing
17 and all dates provided for in the Agreement without further notice to Settlement Class
18 Members, and retains jurisdiction to consider all further applications arising out of or
19 connected with the proposed Settlement.
20

21 **IT IS SO ORDERED.**

22
23 Dated: _____

24 BY ORDER OF THE COURT
25 HON. SUZANNE R. BOLANOS
26 SUPERIOR COURT OF CALIFORNIA
27
28

Exhibit C to
Settlement Agreement

1 SHANNON LISS-RIORDAN (SBN 310719)
(sliss@llrlaw.com)
2 ANNE KRAMER (SBN 315131)
(akramer@llrlaw.com)
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Oakland, CA 94612
9 Telephone: 510.922.1802
10 Facsimile: 510.844.7701

PARRIS LAW FIRM
R. REX PARRIS (SBN 96567)
KITTY K. SZETO (SBN 258136)
JOHN M. BICKFORD (SBN 280929)
RYAN A. CRIST (SBN 316653)
43364 10th Street West
Lancaster, California 93534
Telephone: (661) 949-2595
Facsimile: (661) 949-7524

11
12
13 *Attorneys for Plaintiffs*

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN FRANCISCO**

17
18 JACOB RIMLER, GIOVANNI JONES,
19 DORA LEE, KELLYN TIMMERMAN,
20 JOSHUA ALBERT, MELANIE ANN
WINNS, RALPH JOHN HICKEY JR.,
21 STEVEN ALVARADO, KRISTIE LOGAN,
SHERICKA VINCENT, and WENDY
22 SANTANA, on behalf of themselves and
others similarly situated and in their capacities
as Private Attorney General Representatives,

23 Plaintiffs,

24
25 v.

26 POSTMATES INC.,

27 Defendant.
28

Case No. CGC-18-567868

**SECOND AMENDED CLASS ACTION
AND PAGA COMPLAINT**

1. Unlawful/Unfair Business Practices, (Cal. Bus. & Prof. Code § 17200)
2. Failure to Reimburse for Business Expenses (Cal. Lab. Code § 2802)
3. Unpaid Wages (Cal. Lab. Code §§ 201-204)
4. Minimum Wage (Cal. Lab. Code §§ 1194, 1197)
5. Overtime (Cal. Lab. Code §§ 510, 1194)
6. Meal & Rest Breaks (Cal. Lab. Code

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- §226.7)
- 7. Wage Statements (Cal. Lab. Code § 226)
- 8. Failure to Provide Sick Leave (Cal. Lab. Code §§245-249)
- 9. Failure to Pay Reporting Time (Wage Order 9)
- 10. Failure to Post Pay Days (Cal. Lab. Code §207)
- 11. Untrue/Misleading Advertising (Cal. Bus. & Prof. Code §17500)
- 12. FLSA Minimum Wage (29 U.S.C. § 201 et seq.)
- 13. FLSA Overtime (29 U.S.C. § 201 et seq.)
- 14. Private Attorneys General Act, Cal. Lab. Code §§ 2698, *et seq.*)

1 **I. INTRODUCTION**

2 1. This case is brought on behalf of the state of California and other similarly
3 situated aggrieved individuals who have worked for Postmates Inc. (“Postmates”) as couriers in
4 California. Postmates provides on-demand delivery to customers at their homes and businesses
5 through its mobile phone application and website. Postmates is based in San Francisco,
6 California, but it does business across the United States and extensively throughout California.
7

8 2. As described further below, Plaintiffs Jacob Rimler, Giovanni Jones, Dora Lee,
9 Kellyn Timmerman, Joshua Albert, Melanie Ann Winns, Ralph John Hickey Jr., Steven
10 Alvarado, Kristie Logan, Shericka Vincent, and Wendy Santana bring this action on their own
11 behalf, and on behalf of other similarly situated Postmates couriers, for violation of the
12 California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (“UCL”) and §
13 17500, based upon Postmates’ willful misclassification of its couriers, in violation of Cal. Labor
14 Code § 226.8. Because of couriers’ misclassification as independent contractors, Postmates has
15 deprived couriers many protections and benefits of employment under state and local law,
16 including by unlawfully required couriers to pay business expenses (including expenses to own
17 or lease a vehicle and maintain and fuel it, as well as phone/data expenses) in violation of Cal.
18 Lab. Code § 2802. Postmates has also failed to pay required minimum wage for all hours
19 worked in violation of Cal. Lab. Code §§ 1194, 1197, and has failed to pay appropriate overtime
20 premiums for hours worked in excess of eight per day or forty per week in violation of Cal. Lab.
21 Code §§ 1194, 1198, 510 and 554. Additionally, Postmates has breached its contractual
22 obligation to compensate couriers for the time they spend waiting for delivery goods to be ready,
23 which also constitutes a failure to pay earned wages in violation of Cal. Lab. Code § 204.
24 Plaintiffs bring their claims pursuant to the Private Attorneys General Act (“PAGA”), Cal. Lab.
25 Code § 2699, *et seq.*, on behalf of the state of California and all other similarly situated
26 aggrieved employees who have been misclassified by Postmates in California since June 3, 2017.
27
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1 **II. PARTIES**

2 3. Plaintiff Jacob Rimler is an adult resident of Pasadena, California, where he has
3 worked as a courier for Postmates.

4 4. Plaintiff Giovanni Jones is an adult resident of San Francisco, California, where
5 he has worked as a courier for Postmates.

6 5. Plaintiff Dora Lee is an adult resident of Huntington Beach, California, where she
7 has worked as a courier for Postmates.

8 6. Plaintiff Kellyn Timmerman is an adult resident of San Diego, California, where
9 she has worked as a courier for Postmates.

10 7. Plaintiff Joshua Albert is an adult resident of Sacramento, California, where he
11 has worked as a courier for Postmates.

12 8. Melanie Ann Winns has worked as a courier for Postmates in California.

13 9. Ralph John Hickey Jr. has worked as a courier for Postmates in California.

14 10. Steven Alvarado has worked as a courier for Postmates in California.

15 11. Kristie Logan has worked as a courier for Postmates in California.

16 12. Shericka Vincent has worked as courier for Postmates in California.

17 13. Wendy Santana has worked as a courier for Postmates in California.

18 14. Defendant Postmates, Inc. (“Postmates”) is a Delaware corporation,
19 headquartered in San Francisco, California.

20 **III. JURISDICTION**

21 15. This Court has jurisdiction over Plaintiffs’ PAGA claim pursuant to California
22 Code of Civil Procedure § 410.10.

23 16. The monetary relief which Plaintiffs seek is in excess of the jurisdictional
24 minimum required by this Court and will be established according to proof at trial.

25 17. Venue is proper in this Court pursuant to Code of Civ. P. §§ 395 and 395.5
26 because Postmates has its principal place of business in San Francisco County. Furthermore,
27
28

1 Defendant engages in business activities in and throughout the State of California, including San
2 Francisco County.

3 **IV. STATEMENT OF FACTS**

4 18. Postmates is a San Francisco-based delivery service, which engages couriers
5 across the state of California to deliver food and other merchandise to its customers at their
6 homes and businesses.

7 19. Postmates offers customers the ability to order food and other items via a mobile
8 phone application or via its website, which Postmates couriers then deliver to customers.

9 20. Postmates holds itself out to the public as a delivery service. Its website
10 homepage advertises that it offers customers “Anything, anywhere, anytime.” Postmates’
11 website also promotes its “Postmates Unlimited” service where customers can subscribe and
12 receive unlimited free deliveries, touting “Pay once, free delivery all year.” Its website also
13 boasts that “Postmates is transforming the way goods move around cities by enabling anyone to
14 have anything delivered on-demand.”

15 21. Plaintiffs Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman, Joshua
16 Albert, Melanie Ann Winns, Ralph John Hickey Jr., Steven Alvarado, Kristie Logan, Shericka
17 Vincent, and Wendy Santana have driven for Postmates at various times, including over the last
18 year, and some continue to drive for Postmates.

19 22. Postmates classifies its couriers like Plaintiffs as “independent contractors,” but
20 under California law, they should be classified as employees.

21 23. Postmates couriers perform services within Postmates’s usual course of business
22 as a delivery service. The couriers’ services are fully integrated into Postmates’ business.
23 Without couriers to perform deliveries, Postmates would not exist.

24 24. Postmates couriers are not typically engaged in their own delivery business. When
25 delivering items for Postmates customers, they wear the “hat” of Postmates.

26 25. In addition, Postmates maintains the right of control over the couriers’
27 performance of their jobs and exercises detailed control over them.
28

1 26. Postmates unilaterally sets the pay scheme and rate of pay for couriers’ services
2 and changes the rate of pay in its sole discretion.

3 27. Postmates communicates directly with customers and follows up with couriers if
4 the customer complains that something was not delivered or that the delivery otherwise failed to
5 meet their expectations. Based on any customer feedback, Postmates may suspend or terminate
6 couriers.

7 28. Postmates does not reimburse couriers for any expenses they may incur while
8 working for Postmates, including, but not limited to the cost of maintaining their vehicles, gas,
9 insurance, and phone and data expenses for running the Postmates Application. Couriers incurred
10 these costs as a necessary expenditure to obtain employment with Postmates, which California
11 law requires employers to reimburse.

12 29. Postmates pays couriers a fee per delivery plus a certain amount of “boost pay.”
13 Postmates has failed to ensure that its couriers receive the applicable state minimum wage for all
14 hours worked, and couriers frequently do not average minimum wage for all hours worked,
15 particularly given that customers’ tips cannot count toward Postmates’ minimum wage
16 obligations.

17 30. On April 30, 2018, the California Supreme Court issued its decision in Dynamex
18 Operations W., Inc. v. Superior Court (2018) 4 Cal. 5th 903, 416 P.3d 1, which makes clear that
19 Postmates couriers should be classified as employees rather than as independent contractors
20 under California law for purposes of wage-and-hour statutes like the ones at issue here. Under
21 the “ABC” test adopted in Dynamex, in order to justify classifying the couriers as independent
22 contractors, Postmates would have to prove that its couriers perform services outside its usual
23 course of business, which it cannot do. Notwithstanding this decision, Postmates has willfully
24 continued to misclassify its couriers as independent contractors.
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1 **V. CLASS ALLEGATIONS**

2 31. Plaintiffs bring this case as a class action pursuant to California Code of Civil
3 Procedure § 382 on behalf of all individuals who used the Postmates platform as couriers in
4 California since June 3, 2017.

5 32. Plaintiffs and other class members have uniformly been deprived reimbursement
6 of their necessary business expenditures

7 33. The members of the class are so numerous that joinder of all class members is
8 impracticable.

9 34. Common questions of law and fact regarding Postmates’ conduct in classifying
10 couriers as independent contractors, failing to reimburse them for business expenditures, and
11 failing to ensure they are paid at least minimum wage and overtime for all weeks, exist as to all
12 members of the class and predominate over any questions affecting solely any individual
13 members of the class. Among the questions of law and fact common to the class are:

- 14 a. Whether the work performed by class members—providing delivery services to
15 customers—is within Postmates’s usual course of business;
16 b. Whether class members are typically engaged in their own businesses or whether
17 they wear the “hat” of Postmates when performing delivery services;
18 c. Whether class members have been required to follow uniform procedures and
19 policies regarding their work for Postmates;
20 d. Whether these class members have been required to bear the expenses of their
21 employment, such as expenses for maintaining their vehicles and expenses for gas,
22 insurance, phone and data plan.
23

24 35. Named plaintiffs Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman,
25 Joshua Albert, Melanie Ann Winns, Ralph John Hickey Jr., Steven Alvarado, Kristie Logan,
26 Shericka Vincent, and Wendy Santana are class members who suffered damages as a result of
27 Postmates’ conduct and actions alleged herein.
28

1 36. The named plaintiffs' claims are typical of the claims of the class, and the named
2 plaintiffs have the same interests as the other members of the class.

3 37. The named plaintiffs will fairly and adequately represent and protect the interests
4 of the class. The named plaintiffs have retained able counsel experienced in class action
5 litigation. The interests of the named plaintiffs are coincident with, and not antagonistic to, the
6 interests of the other class members.

7 38. The questions of law and fact common to the members of the class predominate
8 over any questions affecting only individual members, including legal and factual issues relating
9 to liability and damages.

10 39. A class action is superior to other available methods for the fair and efficient
11 adjudication of this controversy because joinder of all class members is impractical. Moreover,
12 since the damages suffered by individual members of the class may be relatively small, the
13 expense and burden of individual litigation makes it practically impossible for the members of
14 the class individually to redress the wrongs done to them. The class is readily definable as
15 Postmates knows which couriers have signed up to use the Postmates platform as couriers since
16 June 3, 2017. Further, prosecution of this action as a class action will eliminate the possibility of
17 repetitive litigation. There will be no difficulty in the management of this action as a class action.

18
19 **VI. PAGA REPRESENTATIVE ACTION ALLEGATIONS**

20 40. Plaintiffs allege that Postmates violated the Labor Code by willfully
21 misclassifying its couriers in violation of Cal. Labor Code § 226.8. Plaintiffs also allege that
22 Postmates has violated PAGA by failing to reimburse courier employees for all reasonably
23 necessary expenditures incurred by couriers in discharging their duties, including fuel, insurance,
24 and maintenance costs in violation of Cal. Lab. Code § 2802. Plaintiffs also allege that Postmates
25 has violated Cal. Lab. Code §§ 1197 and 1194 by failing to ensure that its couriers receive the
26 applicable state minimum wage for all hours worked and by impermissibly counting customers'
27 tips toward their minimum wage obligations. Additionally, Postmates has violated Cal. Lab.
28 Code §§ 1194, 1198, 510, and 554 by failing to pay the appropriate overtime premium for all

1 overtime hours worked beyond forty per week or eight hours per day. Plaintiffs further allege
2 that Postmates violated Cal. Lab. Code § 204 by failing to pay its couriers for the entirety of their
3 waiting time.

4 41. On June 26, 2017 and October 6, 2017, Plaintiffs Winns, Hickey, Alvarado, and
5 Logan gave written notice of Postmates' violations of the California Labor Code to the Labor
6 and Workforce Development Agency ("LWDA") and to Postmates. On May 1, 2018, Plaintiff
7 Rimler gave written notice of Postmates's violations of the California Labor Code as alleged in
8 this complaint to the Labor and Workforce Development Agency ("LWDA") via online filing
9 and to Postmates's general counsel via certified mail. On May 7, 2018, Plaintiff Jones gave
10 written notice of Postmates's violations of the California Labor Code as alleged in this complaint
11 to the LWDA via online filing and to Postmates's general counsel via certified mail. On June
12 28, 2018, Plaintiff Santana gave written notice of Postmates's violations of the California Labor
13 Code to the LWDA and to Postmates by certified mail. On December 4, 2018, Plaintiff Albert
14 gave written notice of Postmates's violations of the California Labor Code as alleged in this
15 complaint to the LWDA via online filing and to Postmates's general counsel via certified mail.
16 On January 30, 2019, Plaintiff Vincent gave written notice of Postmates' violations of the
17 California Labor Code to the LWDA and to Postmates by certified mail. On September 24,
18 2019, Plaintiffs Rimler, Jones, Albert, Lee, and Timmerman gave written notice of additional
19 violations to the LWDA via online filing and to Postmates's general counsel via certified mail.
20

21 42. It has been 65 days since the LWDA was notified of the Labor Code violations
22 asserted in this Complaint, and the LWDA has not provided any notice that it will or will not
23 investigate the alleged violations. See Cal. Lab. Code § 2699.3(a)(2)(A).

24 **VII. COLLECTIVE ACTION ALLEGATIONS**

25 43. Plaintiffs bring Counts XII and XIII under 29 U.S.C. 216(b) of the Fair Labor
26 Standards Act ("FLSA"). Plaintiffs and other Postmates couriers are similarly situated in that
27 they are all subject to Postmates's common plan or practice of failing to pay the federal
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1 minimum wage for all hours worked and overtime for hours worked by drivers in excess of forty
2 (40) in a given week.

3
4 **COUNT I**
5 **Unfair Competition in Violation of California Business and Professions Code**
6 **§ 17200 *et seq.***

7 44. Postmates's conduct, as set forth above, violates the California Unfair
8 Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* ("UCL"). Postmates's conduct
9 constitutes unlawful business acts or practices, in that Postmates has violated California Business
10 and Professions Code Section 17500 and California Labor Code Sections 351, 353, 432.5, 450,
11 2802, 3700.5, 3712, 3715, 3700, and 226.8.

12 45. As a result of Postmates's unlawful conduct and violation of Cal. Labor Code
13 §§ 450 and 2802, Plaintiffs and class members suffered injury in fact and lost money and
14 property, including, but not limited to loss of business expenses that couriers were required to
15 pay in order to do their jobs.

16 46. As a result of Postmates's s unlawful conduct and violation of Cal. Labor Code
17 § 3700.5, 3712, 3715, 3700, and 226.8, Plaintiffs and class members suffered injury in fact
18 because they were required to self-insure against any accidents or harm while Postmates gained
19 an unfair competitive advantage over its competitors by avoiding the need to pay for worker's
20 compensation insurance for its couriers.

21 47. As a result of Postmates's unlawful conduct and violation of Cal. Labor Code
22 § 432.5, Plaintiffs and class members suffered injury in fact because they were required to agree
23 to terms and conditions in their agreements with Postmates that are prohibited by law. Pursuant
24 to Cal. Labor Code § 2804, any contract or agreement made by Plaintiffs to waive rights and
25 benefits conferred by California law is null and void.

26 48. Pursuant to California Business and Professions Code § 17203, Plaintiffs and
27 class members seek declaratory and injunctive relief for Postmates's unlawful conduct and to
28 recover restitution. Pursuant to California Code of Civil Procedure § 1021.5, Plaintiffs and class

1 members are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in
2 bringing this action.

3
4 **COUNT II**

5 **Independent Contractor Misclassification and Expense Reimbursement Violation**
6 **(Cal. Labor Code §§ 226.8, 450, 2753, and 2802)**

7 49. As set forth above, Postmates knowingly misclassified couriers as independent
8 contractors in violation of California Labor Code Sections 226.8 and 2753. Further, Postmates's
9 conduct, in misclassifying Postmates couriers as independent contractors and failing to reimburse
10 them for expenses they paid that should have been borne by their employer, constitutes a
11 violation of California Labor Code Sections 450 and 2802.

12 **COUNT III**

13 **Failure to Pay Wages Due at Termination**
14 **(Cal. Labor Code §§ 201-203, 204, 206.5, 208, 210, 227.3)**

15 50. Postmates's actions as set forth herein violate California Labor Code § 204, which
16 requires that Defendant pay all wages due upon the termination of any class member who has
17 since stopped working for Postmates, and § 227.3, which requires that Postmates pay the cash
18 value of all vested but unused vacation time upon termination. Certain members of the class
19 have been terminated by Postmates, but Postmates has willfully failed to make immediate
20 payment of the full wages due to these couriers as required under California state law.

21 51. Plaintiffs further allege that Postmates violated Cal. Lab. Code § 204 by failing to
22 pay its couriers for the entirety of their waiting time.

23 52. Pursuant to Cal. Labor Code §§ 204, 218, 218.5 and 218.6, Plaintiffs are entitled
24 to payment of unpaid wages or compensation, including interest thereon, as well as reasonable
25 attorneys' fees, and costs of suit.

26 **COUNT IV**

27 **Minimum Wage (Cal. Labor Code §§ 1194, 1197, 1197.1 1182.12, Wage Order 9)**

28 53. Plaintiffs allege that they worked at rates below the state minimum wage.
Pursuant to Cal. Lab. Code §§ 218.5 and 218.6, 1194, 1194.2, and 1194.3, any employee

1 receiving less than the legal minimum wage or the legal overtime compensation applicable to the
2 employee is entitled to recover in a civil action the unpaid balance of the full amount of this
3 minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees,
4 and costs of suit.

5 54. Cal. Lab. Code § 1197 states that the minimum wage is that set by the
6 commission in the applicable wage order, in this case Wage Order 9. Wage Order 9 incorporates
7 by reference the minimum wage set by statute.

8 55. Postmates failed to pay Plaintiffs and class members minimum wage.
9 Defendant's actions as set forth herein violate Labor Code §§ 1194, 1197, 1197.1, and 1182.12
10 because Defendant compensated Plaintiffs at rates so low that they fell below the state minimum
11 wage.
12

13 **COUNT V**

14 **Overtime (Cal. Labor Code §§ 510, 1194, 1198, Wage Order 9)**

15 56. Cal. Lab. Code § 1198 and Wage Order 9 require employers to pay their
16 employees at their overtime rate of pay for hours worked in excess of eight per day and/or 40 per
17 week.

18 57. Postmates' actions as set forth herein violate Cal. Labor Code §§ 510, 1194, 1198
19 because Postmates has failed to pay overtime compensation to Plaintiffs and class members
20 when due for all hours worked over forty (40) per week, or over eight per day.

21 **COUNT VI**

22 **Meal and Rest Breaks (Cal. Labor Code §§ 226.7, 512, 551, 552, 558 and Wage Order 9)**

23 58. Wage Order 9 and Cal. Lab. Code § 226.7 require employers to provide all
24 employees with one 10-minute duty-free rest period for every four hours worked each day, or
25 major fraction thereof. Likewise, Cal. Lab. Code § 512 and Wage Order 9 require employers to
26 provide all employees with one 30-minute duty-free meal period if such employee works more
27 than five hours in one day and a second 30-minute duty-free meal period if such employee works
28

1 more than ten hours in one day. In addition, Cal. Lab. Code §§ 551 and 552 precludes an
2 employer from causing an employee to work more than six days in seven.

3 59. Postmates has failed to provide the requisite duty-free meal and rest periods to
4 Plaintiffs and class members as required by California state law. Accordingly, Plaintiffs and
5 members of the class are entitled to one hour of pay at their regular rate of pay for each day on
6 which they were not provided with a 10-minute duty-free rest period and one hour of pay at their
7 regular rate of pay for each day on which they were not provided with a 30-minute duty-free
8 meal period, plus interest. Plaintiffs are also entitled to civil penalties for days in which they
9 worked more than six days in seven pursuant to Cal. Lab. Code § 558, as well as interest upon
10 unpaid wages or compensation, reasonable attorney’s fees, and costs of suit pursuant to Cal.
11 Labor Code §§ 218.5 and 218.6.
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16 **COUNT VII**

17 **Failure to Keep Accurate Records and Provide Itemized Wage Statements (Cal. Labor
18 Code §§ 226, 353, 1174, and 1174.5)**

19 60. Labor Code § 353 requires that every employer in California maintain “accurate
20 records of all gratuities received by him, whether received directly from the employee or
21 indirectly by means of deductions from the wages of the employee or otherwise. Such records
22 shall be open to inspection at all reasonable hours by the department.” Similarly, Labor Code §
23 1174(d) requires that every employer in California maintain “payroll records showing the hours
24 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
25 applicable piece rate paid to, employees employed” in California. In addition, Cal. Lab. Code §
26 1174(d) requires that these records “be kept in accordance with rules established for this purpose
27 by the [Industrial Welfare] commission.” Rules established by the commission, Wage Order 9, §
28 7, require that every employer in California “keep accurate information with respect to each

1 employee,” including without limitation, “time records showing when the employee begins and
2 ends each work period,” as well as “[m]eal periods, split shift intervals and total daily hours
3 worked.”

4 61. Moreover, Postmates’s action as set forth herein constitute a violation of Cal.
5 Labor Code § 226, because Postmates unlawfully failed to provide Plaintiffs and members of the
6 putative class with accurate itemized wage statements in writing showing gross wages earned,
7 total hours worked, deductions, net wages earned, pay period, the name of the employee and the
8 last four digits of his or her social security number, the legal name of the employer, and/or all
9 applicable hourly rates. Postmates further failed to comply with current or former employees’
10 requests to inspect or copy records, in violation of Labor Code Section 226(c).
11

12 62. Because Postmates knowingly and intentionally failed to provide timely, accurate,
13 itemized wage statements to Plaintiffs as required by Labor Code Section 226(a), and such
14 failure has caused injury to Plaintiffs by preventing them from accurately knowing the amount of
15 wages to which they are and were entitled, Plaintiffs and each member of the putative class are
16 entitled to recover fifty dollars for the initial pay period in which a violation of § 226 occurred,
17 and one hundred dollars for each violation of § 226 in a subsequent pay period, not to exceed a
18 penalty of four thousand dollars per member of the putative class plus attorney fees, costs, and
19 injunctive relief. Postmates is also subject to statutory penalties pursuant to Cal. Lab. Code §
20 226.3. Likewise, Postmates has failed to maintain accurate records in compliance with Cal. Lab.
21 Code §§ 353 and 1174. Accordingly, Plaintiffs are entitled to collect and seek a civil penalty
22 from Postmates in the amount of \$500 pursuant to Cal. Lab. Code § 1174.5.
23

24 **COUNT VIII**

25 **Failure to Provide Paid Sick Leave (Cal. Labor Code §§ 245-249)**

26 63. Cal. Labor Code § 246 provides that an employer must provide any employee
27 who, on or after July 1, 2015, works in California for the same employer for 30 days or more
28 within a year from the start of employment, with paid sick days.

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COUNT XIII

Unpaid Overtime Under the FLSA

74. The Fair Labor Standards Act, 29 U.S.C. §207(a)(1), states that an employee must be paid overtime, equal to one and one-half (1.5) times the employee’s regular rate of pay, for all hours worked in excess of 40 per week. Plaintiffs sometimes worked in excess of forty (40) hours per week but were not paid premium pay for all hours worked over 40 in a week. As a direct and proximate result of Postmates’s unlawful conduct, Plaintiffs have suffered lost wages and other damages. This claim is brought on behalf of a class of similarly situated individuals who may choose to “opt-in” to this case, pursuant to 29 U.S.C. § 216(b).

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COUNT XIV

Penalties Pursuant to Labor Code Private Attorneys General Act of 2004
Violation of Cal. Lab. Code §§ 2698, et seq.

75. Plaintiffs reallege and incorporate by reference the allegations in the preceding paragraphs as if fully alleged herein. Plaintiffs are aggrieved employees as defined by Cal. Lab. Code § 2699(c) as they were employed by Postmates during the applicable statutory period and suffered injury as a result of Postmates’s Labor Code violations. Accordingly, Plaintiffs seek to recover on behalf of the State of California, as well as themselves and all other current and former aggrieved employees of Postmates who have worked in California, the civil penalties provided by PAGA, plus reasonable attorney’s fees and costs.

76. Postmates couriers are entitled to penalties for Postmates’s violations of Cal. Lab. Code § 2802, § 226(a), § 226.8 and §§ 1194, 1197, 1198, 510, and 554 as set forth by Cal. Lab. Code § 2699(f). Plaintiffs seek civil penalties pursuant to PAGA for: (1) the willful misclassification of delivery workers as independent contractors in violation of Cal. Lab. Code § 226.8; (2) failure to reimburse courier employees for all necessary expenditures incurred in performing their duties, including but not limited to owning or leasing and maintaining their vehicles, fuel, phones, and data, in violation of Cal. Lab. Code §2802; (3) failure to assure that all couriers received at least the applicable minimum wage for all hours worked in violation of

1 Cal. Lab. Code §§ 1194, 1197; (4) failure to assure that all couriers received the appropriate
2 overtime premium for all overtime hours worked beyond forty per week or eight hours per day in
3 violation of Cal. Lab. Code §§ 1194, 1198, 510, and 554; (5) failure to provide proper itemized
4 wage statements that include hours worked and hourly wages and are accessible outside the
5 Postmates Application in violation of Cal. Lab. Code § 226(a); (6) failure to pay all overtime
6 premium wages twice each calendar month in violation of Cal. Lab. Code §§ 204 & 210; (7)
7 failure to pay all overtime wages due upon termination (or within 72 hours of termination for
8 voluntary terminations) in violation of Cal. Lab. Code §§ 201, 202, and 203; (8) failure to
9 provide statutorily required meal and rest breaks in violation of Cal. Lab. Code §§ 226.7, 512, &
10 1198; and (9) failure to keep proper pay records “showing the hours worked daily by and the
11 wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to,
12 employees employed” in California as well as the amount of gratuities received by Plaintiffs in
13 violation of Cal. Labor Code § 1174(d) and § 353.

15 77. Cal. Lab. Code § 2699(f) provides for civil penalties for violation of all Labor
16 Code provisions for which no civil penalty is specifically provided. There is no specified civil
17 penalty for violations of Cal. Lab. Code § 2802. With respect to minimum wage violations
18 under Cal. Lab. Code §§ 1197 and 1194, § 1197.1 imposes a civil penalty in addition to any
19 other penalty provided by law of one hundred (\$100) for each underpaid employee for each pay
20 period for which the employee is underpaid in addition to an amount sufficient to recover
21 underpaid wages and liquidated damages, and, for each subsequent violation of Labor §§1197
22 and 1194, two hundred and fifty dollars (\$250) for each underpaid employee for each pay period
23 for which the employee is underpaid in addition to an amount sufficient to recover underpaid
24 wages and liquidated damages. With respect to overtime violations under Labor Code §§ 510
25 and 558, the statute imposes a civil penalty in addition to any other penalty provided by law of
26 fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for
27 which the employee was underpaid in addition to an amount sufficient to recover unpaid wages,
28 and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each

1 pay period for which the employee was underpaid in addition to an amount sufficient to recover
2 underpaid wages. With respect to violations of Labor Code § 226.8, Labor Code § 226.8(b)
3 imposes a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen
4 thousand dollars (\$15,000) for each violation. With respect to meal and rest break violations
5 under Labor Code §§ 226.7, 512, Labor Code § 558 imposes a civil penalty in addition to any
6 other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid
7 employee for each pay period for which the employee was underpaid in addition to an amount
8 sufficient to recover unpaid wages, and one hundred dollars (\$100) for subsequent violations for
9 each underpaid employee for each pay period for which the employee was underpaid in addition
10 to an amount sufficient to recover underpaid wages. With respect to violations of Labor Code §
11 226(a), Labor Code § 226.3 imposes a civil penalty in addition to any other penalty provided by
12 law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one
13 thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §
14 226(a). With respect to violations of Labor Code §§ 201, 202, 203 & 204, Labor Code § 210
15 imposes a civil penalty in addition to any other penalty provided by law of one hundred dollars
16 (\$100) per aggrieved employee for the first violation, and two hundred (\$200) dollars per
17 aggrieved employee plus twenty-five percent of the amount unlawfully withheld. With respect
18 to violations of Labor Code § 1174(d), Labor Code § 1174.5 imposes a civil penalty of \$500 per
19 aggrieved employee for each willful failure to maintain records.
20

21 78. Plaintiffs complied with the notice requirement of Cal. Lab. Code §2699.3 and
22 served a written notice to the LWDA through its website's online filing portal, and on Defendant
23 Postmates via Certified Mail, return receipt requested, on June 26, 2017, October 6, 2017, May 1,
24 2018, May 7, 2018, December 4, 2018, January 30, 2019, and September 24, 2019. It has been
25 65 days or more since the LWDA was notified of the Labor Code violations asserted in this
26 Complaint, and the LWDA has not provided any notice that it will or will not investigate the
27 alleged violations.
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WHEREFORE, Plaintiffs request that this Court enter the following relief:

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- a. Declare and find that the Defendant violated Wage Order 9, the UCL, Cal. Lab. Code §§ 201-204, 207, 226.8, 226.7, 245-249, 2802, 1194, 1197, 1198, 510, 554, and the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.;
 - b. Certify this case as a class action under Count I through XIV and appoint Plaintiffs Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman, Joshua Albert, Melanie Ann Winns, Ralph John Hickey Jr., Steven Alvarado, Kristie Logan, Shericka Vincent, and Wendy Santana and their counsel to represent a class of Postmates couriers who have made deliveries in the state of California since June 3, 2017;
 - c. Certify this case as a collective action pursuant to 29 U.S.C. § 216(b);
 - d. Award compensatory damages, including all expenses and wages owed, in an amount according to proof;
 - e. Enter Judgment in Plaintiffs' favor on their PAGA claim pursuant to Cal. Lab. Code §2699(c);
 - f. Award penalties in an amount according to proof;
 - g. Award pre- and post-judgment interest;
 - h. Award reasonable attorneys' fees, costs, and expenses;
 - i. Public injunctive relief in the form of an order requiring Defendant to comply with the California Labor Code; and
 - j. Any other relief to which the Plaintiffs may be entitled.

1 Respectfully submitted,

2 JACOB RIMLER, GIOVANNI JONES, DORA
3 LEE, KELLYN TIMMERMAN, JOSHUA
4 ALBERT, MELANIE ANN WINNS, RALPH
5 JOHN HICKEY JR., STEVEN ALVARADO,
6 KRISTIE LOGAN, SHERICKA VINCENT, and
7 WENDY SANTANA,

8 By their attorneys,

9 

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1 Respectfully submitted,

2 JACOB RIMLER, GIOVANNI JONES, DORA
3 LEE, KELLYN TIMMERMAN, JOSHUA
4 ALBERT, MELANIE ANN WINNS, RALPH
5 JOHN HICKEY JR., STEVEN ALVARADO,
6 KRISTIE LOGAN, SHERICKA VINCENT, and
7 WENDY SANTANA,

8 By their attorneys,

9

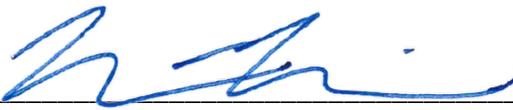
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25 *Attorney for Plaintiffs Winns, Hickey Jr., Alvarado,*
26 *and Logan*

27 

28

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Attorney for Plaintiff Vincent

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Attorney for Plaintiff Santana

Dated: July 15, 2021

EXHIBIT 2

Declaration of Wendy Santana

I, Wendy Santana, declare:

1. I have personal knowledge of the facts set forth in this declaration.

2. I began working as a Postmates delivery driver in Los Angeles County in July of 2017. I stopped working for Postmates in approximately December of 2019.

3. I would primarily start by making deliveries in the Hollywood area in Los Angeles County, but I would deliver all around Los Angeles County as well. Often times I would make deliveries in Santa Monica, the Inglewood area, as well as Burbank, Glendale, and Pasadena.

4. On a typical day working for Postmates, I would usually start delivering for Postmates at about 12 p.m. I would then be driving and delivering all day and then into the night. I'd stop delivering around 3 a.m. in the morning. I worked approximately seven days a week as well, only taking days off for holidays and special occasions. On average, I worked about 80 to 100 hours a week for Postmates.

5. When I worked at Postmates, I drove just one car, a Hyundai Accent. I bought it new through a loan, and my annual car payment was about \$296 a month during the period I worked at Postmates. I ended up putting over 60,000 miles on my car in the two and a half years I drove and delivered for Postmates. Also, I got into an accident while working for Postmates when a motorcyclist crashed into my vehicle, causing about \$5,000 worth of damage to my vehicle.

6. I mainly delivered from restaurants, ranging from very expensive to fast food places. I also sometimes delivered from stores such as Ralphs and Whole Foods. Sometimes deliveries could be far away. For example, if I was delivering from a restaurant in Hollywood out to a place like Pasadena or Santa Monica, it could be about 20 miles away from the restaurant I would pick up from.

7. I was not paid an hourly rate, but per delivery. My base pay per delivery was around \$4.00. When I first started working at Postmates, I also received about \$.80 per mile driven to deliver the item. However, Postmates eventually started lowering the amount I was paid per mile of delivery. If I made multiple deliveries to customers who lived near each other, I would receive a much lower rate of pay because of the close distance of the orders.

8. Frequently, I would have to wait in busy restaurants for an order to be ready, as the food would not be prepared when I would arrive. Also, I often found myself stuck in traffic a lot of the times

1 when trying to complete my deliveries. This slowed down the amount of deliveries I could make in a day.

2 9. I have not received compensation of any kind in exchange for the general release of my
3 claims against Postmates, other than the proposed service award I would receive as part of this settlement.

4 I declare under the penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct to the best of my knowledge.

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Executed on 7/8/2021 in Palmdale, California.

DocuSigned by:



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WENDY SANTANA

1 Matthew R. Bainer Bar No. 220972
2 **THE BAINER LAW FIRM**
3 1901 Harrison Street, Suite 1100
4 Oakland, CA 94612
5 Telephone: (510) 922-1802
6 Facsimile: (510) 844-7701
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8 Attorneys for Plaintiffs

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN FRANCISCO**

11 JACOB RIMLER, GIOVANNI JONES,
12 DORA LEE, KELLYN TIMMERMAN, and
13 JOSHUA ALBERT, on behalf of themselves
14 and others similarly situated and in their
capacities as Private Attorney General
Representatives,

15 Plaintiffs,

16 v.

17 POSTMATES, INC.,

18 Defendant.

Case No. CGC-18-567868

**DECLARATION OF SHERICKA
VINCENT IN SUPPORT OF
PLAINTIFFS' SUPPLEMENTAL
BRIEFING IN SUPPORT OF CLASS
ACTION SETTLEMENT**

1 I, Shericka Vincent, declare:

2 1. I am the named Plaintiff in the above-captioned lawsuit, and I submit this
3 declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action
4 Settlement.

5 2. I began working as a Postmates driver in and around Alameda County, California from
6 approximately August 2018 to mid-2020.

7 3. During this period, I would usually drive for Postmates five to seven nights a week. On
8 average, I worked 15-25 hours a week for Postmates.

9 4. During this time working for Postmates, I always used my own transportation to make all
10 Postmates delivery. At no point during this time did I receive any reimbursements for my travel
11 related expenses.

12 5. While driving for Postmates, I was paid per delivery. I did not receive an hourly wage.

13 6. In January, 2019, I contacted The Bainer Law Firm, a firm that primarily focuses on
14 wage and hour class-action matters, to discuss employment issues of concern to me relating to
15 the Defendant. The Bainer Law Firm spent considerable time with me going over the issues
16 relating to how Defendant paid its employees. After discussing various options for possible
17 legal action, I decided to seek to address not only my own concerns, but also those of all the
18 other employees who were being treated the same as me. The Bainer Law Firm advised me that
19 in doing this, I would be taking on a commitment to act in the best interests of the group, and
20 that a case such as this could last for years and require substantial work. After considering the
21 options, I decided to take on the role of the representative plaintiff for all of the defendant's
22 employees.
23

24 7. Before suit was filed, I spent a significant amount of time searching for, and subsequently
25 provided my attorney with, all the relevant employment information and documents I could find
26 and I assisted in providing additional information necessary for the preparation of the lawsuit.

27 8. Throughout the litigation, I have always had the best interests of the entire group of
28 employees in mind and I have worked hard on their behalf. This lawsuit has been active for
almost two full years, during which I have continually offered my support. Throughout, I have

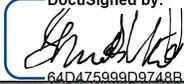
1 conferred with my Counsel and remained available to answer any questions, and to provide any
2 work or documents requested. Whenever asked, I have searched for more records, organized
3 and produced records and reviewed any documents provided by Defendants which my attorneys
4 have asked me to explain.

5
6 9. I believe that I have provided considerable time and effort on behalf of all class-members
7 who stand to benefit from the Settlement Agreement. I willingly agreed to participate in this
8 case with no guarantee of personal benefit. By filing this lawsuit, I understood that I would be
9 exposing myself to the risk of retaliation or trouble finding employment as a result of my role in
10 this Action. Given the internet, it is quite likely that future possible employers might find out
11 simply by “googling” my name that I acted as a class representative in this action against a prior
12 employer. I believe that the time, effort, and information I provided to Class Counsel helped to
13 make this Settlement possible.

14 10. I support this Settlement and request that the Court approve the requested incentive
15 award, for my role in this action, in bringing it to fruition, and for assisting in all respects in the
16 case.

17 11. I have not received compensation of any kind in exchange for the general release of my
18 claims against Postmates, other than the proposed service award I would receive as part of this
19 settlement.

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21 Executed on July 14, 2021, in Oakland, California.

22
23 DocuSigned by:
24 
25 64D475999D9748B
26 _____
27 SHERICKA VINCENT
28

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5 Attorney for Plaintiffs
MELANIE ANNE WINNS, RALPH JOHN
6 HICKEY JR., STEVEN ALVARADO and
KRISTIE LOGAN
7

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

10 MELANIE ANNE WINNS, RALPH JOHN
HICKEY JR., STEVEN ALVARADO and
11 KRISTIE LOGAN, individually, and on
behalf of all others similarly situated,

12 Plaintiffs,

13 v.
14

POSTMATES, INC., a California
15 Corporation, DOES 1-10, individuals, and
DOES 11-20, inclusive,

16 Defendants.
17

Case No. CGC-17-562282

**DECLARATION OF STEVEN
ALVARADO IN SUPPORT OF
PLAINTIFFS' SUPPLEMENTAL
BRIEFING IN SUPPORT OF CLASS
ACTION SETTLEMENT**

18
19 **DECLARATION OF STEVEN ALVARADO**
20

21 I, STEVEN ALVARADO, declare:

- 22 1. I have personal knowledge of the facts set forth in this declaration.
- 23 2. I began working as a Postmates driver in the Los Angeles County, California area since
24 September 2015. I stopped working in approximately July 2019.
- 25 3. I would primarily make deliveries in Los Angeles County, mainly in Long Beach, California.
- 26 4. On a typical day I would work the lunch rush from approximately 11am to 2pm. And then I
27 would work again during the dinner rush from approximately 5pm to 8 or 9pm. Sometimes I'd work
28 less depending on how busy it was. There were evenings that I worked later if it was busy. I mostly
worked everyday but sometimes I would take a few days off. There were times when I wouldn't

1 work for weeks once I got a second job.

2 5. I drove a Vespa type motor scooter to make all deliveries.

3 6. The types of restaurants I made deliveries for varied a lot from expensive restaurants to fast
4 food restaurants. Some of these deliveries were far from the customer, approximately 15 to 20 miles
5 away.

6 7. I have not received compensation of any kind in exchange for the general release of my
7 claims against Postmates, other than the proposed service award I would receive as part of this
8 settlement.

9 I declare under the penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct to the best of my knowledge. Executed on July 12, 2021, in Long Beach,
11 California.

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14 By: 
15 STEVEN ALVARADO, Declarant
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4 Fax No.: 310.473.2222

5 Attorney for Plaintiffs
MELANIE ANNE WINNS, RALPH JOHN
6 HICKEY JR., STEVEN ALVARADO and
KRISTIE LOGAN
7

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

10 MELANIE ANNE WINNS, RALPH
JOHN HICKEY JR., STEVEN
11 ALVARADO and KRISTIE LOGAN,
individually, and on behalf of all others
12 similarly situated,

13 Plaintiffs,

14 v.

15 POSTMATES, INC., a California
Corporation, DOES 1-10, individuals, and
16 DOES 11-20, inclusive,

17 Defendants.

Case No. CGC-17-562282

**DECLARATION OF RALPH JOHN
HICKEY JR. IN SUPPORT OF
PLAINTIFFS' SUPPLEMENTAL
BRIEFING IN SUPPORT OF CLASS
ACTION SETTLEMENT**

18
19 **DECLARATION OF RALPH JOHN HICKEY JR.**

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21 I, Ralph John Hickey JR., declare:

- 22 1. I have personal knowledge of the facts set forth in this declaration.
23 2. I began working as a Postmates driver in the Alameda County, California area since Nov 4,
24 2016. I stopped working in approximately Jan 2018.
25 3. I would primarily make deliveries in Alameda County and Oakland, but also did deliveries in
26 Las Vegas, Oklahoma City, Oklahoma, Atlanta, Ga, Charlotte, NC, and New York City on
27 several nights.
28 4. On a typical day, I would drive for Postmates from around the clock sometime working as
long as I could 12pm-12AM. I worked approximately seven nights a week. On average, I

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- have worked over 40 plus hours a week for Postmates.
5. During this time working for Postmates, I owned 2 cars, a Toyota Camry and a Honda Accord. The Toyota Camry that I had placed a title pawn, after crossing back across the country was repossessed because Postmates couldn't bring enough income for me to afford to make loan payments, insurance, rent and utilities. I was able to get into another vehicle Honda Accord. The Honda worked but also a title loan was put on this vehicle because it didn't bring the necessary income. I worked for about 14 months with Postmates.
 6. The types of restaurants I made deliveries for vary a lot, it goes from fancy restaurants to fast-food restaurants. Some of these deliveries are far, approximately 10-20 miles away from the restaurant.
 7. I was paid per delivery. When I started working for Postmates, my base pay was around \$4.00 per delivery. On my last deliveries made for Postmates, the base pay rate was approximately \$3.00 per delivery.
 8. When I made multiple deliveries from restaurants that were located relatively close together or to customers who lived close together, I received a lower rate of pay due to the proximity.
 9. I have not received compensation of any kind in exchange for the general release of my claims against Postmates, other than the proposed service award I would receive as part of this settlement.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge. Executed on July 9 2021, in Atlanta, Ga.

DocuSigned by:

By: _____
169FEB8BC14F487...

RALPH JOHN HICKEY JR., Declarant

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8 Attorney for Plaintiffs
9 MELANIE ANNE WINNS, RALPH JOHN
10 HICKEY JR., STEVEN ALVARADO and
11 KRISTIE LOGAN

12 SUPERIOR COURT OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO

14 MELANIE ANNE WINNS, RALPH JOHN
15 HICKEY JR., STEVEN ALVARADO and
16 KRISTIE LOGAN, individually, and on
17 behalf of all others similarly situated,

18 Plaintiffs,

19 v.

20 POSTMATES, INC., a California
21 Corporation, DOES 1-10, individuals, and
22 DOES 11-20, inclusive,

23 Defendants.

Case No. CGC-17-562282

**DECLARATION OF KRISTIE LOGAN
IN SUPPORT OF PLAINTIFFS'
SUPPLEMENTAL BRIEFING IN
SUPPORT OF CLASS ACTION
SETTLEMENT**

24 **DECLARATION OF KRISTIE LOGAN**

25 I, KRISTIE LOGAN, declare:

- 26 1. I have personal knowledge of the facts set forth in this declaration.
- 27 2. I began working as a Postmates driver in the Los Angeles County, California area since
28 September 2017. I stopped working in approximately August 2018.
3. I would primarily make deliveries in Los Angeles County, but also did deliveries in Pasadena
and Santa Monica approximately once a night. When I was visiting Northern California, I
sometimes made deliveries in Berkeley (Alameda County) and Oakland.
4. On a typical day, I would drive for Postmates from around 9AM until 10PM. I worked
approximately five days a week. However, there were some weeks when I didn't drive at all. On

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average, I have worked 25 to 40 hours a week for Postmates.

5. During this time working for Postmates, I owned one car, a Chevy HHR.

6. The types of restaurants I made deliveries for vary a lot, it goes from fancy restaurants to fast-food restaurants. Some of these deliveries are far, approximately 20-25 miles away from the restaurant.

7. I was paid per delivery. When I started working for Postmates, my base pay was around \$4.00 per delivery. On my last deliveries made for Postmates, the base pay rate was approximately \$3.00 per delivery.

8. When I made multiple deliveries from restaurants that were located relatively close together or to customers who lived close together, I received a lower rate of pay due to the proximity.

9. I have not received compensation of any kind in exchange for the general release of my claims against Postmates, other than the proposed service award I would receive as part of this settlement.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge. Executed on July 12, 2021, in Los Angeles County, California.

By: *Kristie Logan*

KRISTIE LOGAN, Declarant

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Telephone: 310.849.2030
4 Fax No.: 310.473.2222

5 Attorney for Plaintiffs
MELANIE ANNE WINNS, RALPH JOHN
6 HICKEY JR., STEVEN ALVARADO and
KRISTIE LOGAN
7

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

10 MELANIE ANNE WINNS, RALPH
JOHN HICKEY JR., STEVEN
11 ALVARADO and KRISTIE LOGAN,
individually, and on behalf of all others
12 similarly situated,

13 Plaintiffs,

14 v.

15 POSTMATES, INC., a California
Corporation, DOES 1-10, individuals, and
16 DOES 11-20, inclusive,

17 Defendants.

Case No. CGC-17-562282

**DECLARATION OF MELANIE ANNE
WINNS IN SUPPORT OF PLAINTIFFS’
SUPPLEMNETAL BRIEFING IN
SUPPORT OF CLASS ACTION
SETTLEMENT**

18
19 **DECLARATION OF MELANIE ANNE WINNS**

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21 I, Melanie Anne Winns, declare:

- 22 1. I have personal knowledge of the facts set forth in this declaration.
23 2. I began working as a Postmates driver in the Los Angeles County, California area early 2017.

24 I stopped working in 2019.

25 3. I would primarily make deliveries in Los Angeles County, but also did deliveries in Pasadena
26 and Santa Monica approximately once a night. I’ve made deliveries as far as Northridge, and the
Glendale areas in California.

27 4. On a typical day, I would drive for Postmates from around 7PM until 10PM-12AM. I worked
28 approximately five nights a week. However, there were some weeks when I didn’t drive at all. On

1 average, I have worked 10 to 20 hours a week for Postmates.

2 5. During this time working for Postmates, I leased two cars, a Toyota Prius and a Honda Civic.
3 The Prius I leased from a third-party, but I cancelled the lease because it was too expensive; then, I
4 leased the Honda Civic through Honda. The Honda stopped working about 8 months ago, its
5 transmission broke down. I then transitioned to my mother’s car, using her car for working for
6 Postmates. Since I started using her car for doing the deliveries for Postmates, the transmission of
her car has died twice, which I’ve had to replace to keep working.

7 6. The types of restaurants I made deliveries for vary a lot, it goes from fancy restaurants to
8 fast-food restaurants. Some of these deliveries are far, approximately 20-25 miles away from the
9 restaurant.

10 7. I was paid per delivery. When I started working for Postmates, my base pay was around
11 \$4.00 per delivery. On my last deliveries made for Postmates, the base pay rate was approximately
12 \$3.00 per delivery.

13 8. When I made multiple deliveries from restaurants that were located relatively close together
14 or to customers who lived close together, I received a lower rate of pay due to the proximity.

15 9. I have not received compensation of any kind in exchange for the general release of my
16 claims against Postmates, other than the proposed service award I would receive as part of this
settlement.

17 10. On February 15, 2017 I was also in a car accident while on a Postmates’ delivery job. I
18 reported it but never received information in official reporting in order to receive compensation while
19 being hurt on the job. My car was severely damaged. I did file a separate suit against the driver who
20 crashed into me and who was at fault. But I never received any Workman’s Compensation from
Postmates.

21
22 I declare under the penalty of perjury under the laws of the State of California that the foregoing
23 is true and correct to the best of my knowledge. Executed on July, 12, 2021, in Inglewood,
24 California.

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26 

27 By: _____

28 Melanie Anne Winns, Declarant